

# County of Monterey

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



## Meeting Agenda - Final-Revised

**Tuesday, August 12, 2025**

**12:00 PM**

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

### **Board of Supervisors**

*Chair Supervisor Chris Lopez - District 3*

*Vice Chair Supervisor Wendy Root Askew - District 4*

*Supervisor Kate Daniels- District 5*

*Supervisor Luis A. Alejo - District 1*

*Supervisor Glenn Church - District 2*

**Participation in meetings**

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

1. You may attend the meeting in person; or,
2. You may observe the live stream of the Board of Supervisors meetings at <https://monterey.legistar.com/Calendar.aspx>, <http://www.mgtvonline.com/>, [www.youtube.com/c/MontereyCountyTV](http://www.youtube.com/c/MontereyCountyTV) or <https://www.facebook.com/MontereyCoInfo/>

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

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

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

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

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

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

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

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

## Participación en reuniones

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

1. Podrá asistir personalmente a la reunión; o,

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

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

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

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

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

- +1 669 900 6833 EE. UU. (San José)
- +1 346 248 7799 EE. UU. (Houston)
- +1 312 626 6799 EE. UU. (Chicago)
- +1 929 205 6099 EE. UU. (Nueva York)
- +1 253 215 8782 EE. UU.
- +1 301 715 8592 EE. UU.

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

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

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

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

The Board of Supervisors welcomes you to its meetings, which are regularly scheduled each Tuesday. Your interest is encouraged and appreciated. Meetings are held in the Board Chambers located on the first floor of the Monterey County Government Center, 168 W. Alisal St., Salinas, CA 93901.

As a courtesy to others, please turn off all cell phones and pagers prior to entering the Board Chambers.

**ALTERNATE AGENDA FORMATS:** If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Clerk of the Board Office.

**CEREMONIAL/APPOINTMENTS/OTHER BOARD MATTERS:** These items may include significant financial and administrative actions, and items of special interest, usually approved by majority vote for each program. The regular calendar also includes "Scheduled Items," which are noticed hearings and public hearings.

**CONSENT CALENDAR:** These matters include routine financial and administrative actions, appear in the supplemental section by program areas, and are usually approved by majority vote.

**TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA:** Walk to the podium and wait for recognition by the Chair. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair, with equal time allocated to opposing sides of an issue insofar as possible. Allocated time may not be reserved or granted to others, except as permitted by the Chair. On matters for which a public hearing is required, please note that a court challenge to the Board's action may be limited to only those issues raised at the public hearing or in correspondence delivered to the Board at or before the public hearing.

**TO ADDRESS THE BOARD DURING PUBLIC COMMENT:** Members of the public may address comments to the Board concerning each agenda item and may comment when the Chair calls for general public comment for items that are not on the day's agenda. The timing of public comment shall be at the discretion of the Chair.

**DOCUMENT DISTRIBUTION:** Documents related to agenda items that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Clerk of the Board Office, 168 W. Alisal Street, 1st Floor, Salinas, CA. Documents distributed to the Board at the meeting by County staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.

**INTERPRETATION SERVICE POLICY:** The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the Monterey County Government Center, 168 W. Alisal St., Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.

La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un intérprete, 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](mailto: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](mailto: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.**

### **12:00 P.M. - Call to Order**

#### **Roll Call**

#### **Additions and Corrections for Closed Session by County Counsel**

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

#### **Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.
  - b. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
    - (1) Property: Laguna Seca Concession  
Agency Negotiator(s): Randy Ishii and Bryan Flores  
Negotiating Parties: Ross Merill and Mel Harder  
Under negotiation: Price and terms
    - (2) Property: Manzanita Park  
Agency Negotiator(s): Randy Ishii and Bryan Flores  
Negotiating Parties: Dan Thompson, Linda Scherrer and Jeff Vest  
Under negotiation: Price and terms
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) *Mario Gonzalez, et al. v. State of CA, et al.* (Monterey County Superior Court Case No. 23CV004194 as lead coordinated case, including subordinate Monterey County Cases: 24CV000215; 24CV000421; 24CV000428; 24CV000848; 24CV000904; 24CV001269; and Santa Cruz County Superior Court Case No. 23CV03022)
    - (2) *Lasher, Michael v. County of Monterey, et al.* (Monterey County Superior Court case no. 23CV00324)
  - d. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
    - (1) Designated representatives: Andreas Pyper and Ariana Hurtado  
Employee Organization(s): All Units (ADDED VIA SUPPLEMENTAL)

**Public Comments for Closed Session****The Board Recesses for Closed Session Agenda Items**

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

**1:30 P.M. - Reconvene on Public Agenda Items****Roll Call****Pledge of Allegiance****Additions and Corrections by Clerk**

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

**Ceremonial Resolutions**

2. Adopt a resolution honoring the 2025 graduates of the Proudly Pajaro program, the Community Action Board, Casa de la Cultura, and the Pajaro Disaster Long Term Recovery Alliance. (Supervisor Church)

**Attachments:**     [Ceremonial Resolution - Proudly Pajaro](#)

**Appointments**

3. Appoint Carolynne Roderick to Equal Opportunity and Civil Rights Advisory Commission representing the Service Employee International Union (SEIU) Local 521 Monterey County Chapter with a term expiration date on December 31, 2027. (Nominated by Olivia Martinez, Region 2 Director SEIU Local 521)

**Attachments:**     [Notification to Clerk of Appt - Carolynne Roderick](#)  
                          [Nomination Letter – Carolynne Roderick](#)  
                          [Resume – Carolynne Roderick](#)

4. Reappoint Ronald Holder to the Community Action Commission representing District 2 with a term end date of July 1, 2028 (District Specific - District 2, Supervisor Church)

**Attachments:**     [Notification to Clerk of Appt - Ronald Holder](#)  
                          [Application - Ronald Holder](#)

- 5. Reappoint Clinton Miller to the Agricultural Advisory Committee as a District 2 Representative with a term end date of June 30, 2028 (District Specific - District 2, Supervisor Church)

**Attachments:**     [Notification to Clerk of Appt - Clinton Miller](#)  
                          [Application - Clinton Miller](#)

**Approval of Consent Calendar – (See Supplemental Sheet)**

- 6. See Supplemental Sheet

**General Public Comments**

- 7. General Public Comments

**Scheduled Matters**

**8. REF140023 - Update to Zoning Maps and Classifications**

Public Hearing recommending that the Board of Supervisors:

- a. Consider and find adoption of the ordinance consistent within the scope of the previously certified Final Environmental Impact Report (FEIR) for the 2010 General Plan (SCH #2007121001) pursuant to CEQA (California Environmental Quality Act) Guidelines Section 15162; and
- b. Adopt an ordinance amend Chapters 21.08 and 21.50 of the Monterey County Code (Title 21, inland zoning) to reclassify multiple zoning districts for consistency with the 2010 County of Monterey General Plan land use designations.

**Project Location:** Inland areas of unincorporated Monterey County

**Attachments:**     [Board Report](#)  
                          [Attachment A – Proposed Ordinance \(clean\)](#)  
                          [Attachment B – Sectional District Maps](#)  
                          [Attachment C – Proposed Ordinance \(redline\)](#)  
                          [Attachment D – Planning Commission Resolution](#)

**Other Board Matters**

**Referral Matrix and New Referrals**

- 9. Referral Matrix and New Referrals

**Attachments:**     [Board Referral Matrix 8-12-25](#)

**County Administrative Officer Comments**

- 10. County Administrative Officer Comments

**Board Comments**



11. Board Comments

**Read Out from Closed Session by County Counsel**

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

**Adjournment**

**Upcoming Board of Supervisors Meetings for 2025**

2025 Board of Supervisors Meeting Schedule

**Attachments:**     [2025 Board of Supervisors Meeting Dates](#)

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**Supplemental Sheet, Consent Calendar****Natividad Medical Center**

12. a. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to execute all documents necessary to approve Change Order #1 in the amount of \$1,153,761 to increase pier depths of solar canopies and to implement necessary Americans with Disabilities Act upgrades with Opterra Energy Services as part of the ongoing solar project at Natividad Medical Center; and,
- b. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to increase the contingency budget for this project by \$357,000 as part of this change order; and,
- c. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to fund the implementation of these change orders using \$429,026 from Natividad Medical Center's Enterprise Fund NMC001-451-9600-8142.

**Attachments:**     [Board Report](#)  
                          [ARC NMC Change Order Financial Analysis](#)  
                          [Change Order 1 NMC ADA Scope, Pier Depths, Contingency](#)  
                          [Change Order Request 1 - NMC Increased Solar Column and Pier](#)  
                          [Depths](#)  
                          [Change Order Request 2 - NMC ADA Upgrades](#)  
                          [NMC ROM Soil Contingency Budget](#)  
                          [December 3, 2024 – NMC Agreement](#)

**Health Department**

13. Approve and authorize the Director of Health Services or designee to execute a Non-Standard Professional Services Agreement with Syracuse University, on behalf of its Burton Blatt Institute, for the provision of program management and consultation services to fulfill the approved “Multi-County Collaborative Psychiatric Advance Directives - Phase II” Mental Health Services Act Innovation Plan for a total Agreement not to exceed \$1,000,000 for the term retroactively beginning July 1, 2025 through June 30, 2029. Due to late and ongoing contract negotiations, with direction for an effective date of July 1, 2025, the agreement took additional time to review and agendaize, which by necessity makes the agreement retroactive when presented to the Board.

**Attachments:**     [Board Report](#)  
                          [Agreement](#)

14. a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding (MOU) with the City of Salinas for in-person mobile crisis field response services to the City of Salinas, for an amount of \$390,000 for FY 2025-26. The MOU is retroactive, and the term is July 1, 2025 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% (\$39,000) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed the maximum amount over

\$429,000.

**Attachments:** [Board Report](#)  
[Memorandum of Understanding](#)

15. a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula for acute inpatient psychiatric Medi-Cal services and acute crisis stabilization unit (CSU) services, for a maximum County obligation of \$3,045,124 for the FY 2025-26, with a retroactive term of July 1, 2025 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% (\$304,512) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over \$3,349,636.

**Attachments:** [Board Report](#)  
[Agreement](#)

16. Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No.1 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to July 16, 2025 to extend the term to December 31, 2025 and add \$335,000 of additional services, for a revised total Agreement amount not to exceed \$613,000.

**Attachments:** [Board Report](#)  
[Renewal and Amendment No 1](#)  
[Agreement](#)

17. a. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Agreement No. A-17082 with Spay Neuter Imperative Project (SNIP) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents within Monterey County communities, and providing requested veterinary services to shelter animals, adding \$200,000 for a new total Agreement amount of \$552,500 and retroactively extending the term one year for a new term of September 1, 2024 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute one (1) future amendment to this Agreement where the amendment does not exceed 10% (\$31,500) of the original Agreement amount, does not significantly change the scope of work, and the total Agreement amount does not exceed \$584,000.

**Attachments:** [Board Report](#)  
[Amendment No. 2](#)  
[Board Order \(Amendment No.1\)](#)  
[Amendment No. 1](#)  
[Board Order \(Original Agreement\)](#)  
[Agreement](#)

18. a. Approve and authorize the Director of Health Services or designee to execute a non-standard Professional Agreement with retired annuitant Benjamin Reyes Mandac, M.D., to provide medical services with physician malpractice coverage provided by the County retroactively from April 5, 2025, to April 3, 2026, with a contract limit of \$118,580 for 35% Full Time Equivalent (0.35 FTE) work; and
- b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope of services nor add funds to the agreement with a contract limit of \$118,580 for 35% Full Time Equivalent (0.35 FTE) work.

**Attachments:**     [Board Report](#)  
                          [Agreement](#)

### **Department of Social Services**

19. Adopt a resolution to authorize and direct the Auditor-Controller to:
- a. Amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations of \$1,511,760 decreasing revenues by \$7,942,762 and increasing an operating transfer “in” of \$9,454,522 for the Social Services Entitlements - Fund 001, Appropriations Unit SOC001 Fiscal Year 2024-25 Adopted Budget to provide funding for increased caseload expenditures (4/5ths Vote required); and
- b. Amend the Fiscal Year 2024-25 Adopted Budget to decrease revenues by \$5,000,000 and increase an operating transfer “in” of \$5,000,000 in Social Services Fund 001-SOC005 Adopted Budget to offset revenues that do not arrived by the year-end close of August 31, 2025 (4/5ths Vote required); and
- c. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$9,065,211 increase revenues of \$7,065,211 and using fund balance of \$2,000,000 in the Social Services 1991 Health & Welfare Realignment - Fund 025, Appropriation Unit SOC012 Fiscal Year 2024-25 Adopted Budget to provide funding for increased CalWORKs, In-Home Supportive Services expenditures, and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required); and
- d. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$5,389,311 increasing revenues of \$2,374,766 and using fund balance of \$3,014,545 in the Social Services 2011 Protective Services Realignment - Fund 022, Appropriation Unit SOC011 Fiscal Year 2024-25 Adopted Budget to provide funding for Out of Home Care placement costs and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required).

**Attachments:**     [Board Report](#)  
                          [Resolution](#)

### **General Government**

20. a. Receive and accept the Treasurer’s Report of Investments for the quarter ending June 30, 2025; and
- b. Receive and approve the Treasurer’s Investment Policy for FY 2025-2026; and

c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code Section 53607.

**Attachments:** [Board Report](#)  
[Exhibit A – Investment Portfolio Review 06.30.2025](#)  
[Exhibit B – Portfolio Management Report 06.30.2025](#)  
[Exhibit C – Investment Policy FY 2024-25 Red Line](#)  
[Exhibit D – Investment Policy FY 2025-26 Proposed](#)

21. a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute Amendment #4 to Agreement No. A-15433 between the County of Monterey and *BetterUp, Inc.* for the purchase of annual subscriptions for coaching sessions and full access to all *BetterUp* Platform features, extending the term of the Agreement through August 31, 2026, or until the last annual subscription expires, and increasing the not-to-exceed amount from \$1,200,000 to \$1,410,000; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign the initial and any subsequent Order Forms where the Order Forms do not significantly change the scope of work or cause an increase in the not-to-exceed amount.

**Attachments:** [Board Report](#)  
[Attachment A - BetterUp\\_Agreement\\_Executed](#)  
[Attachment B - Betterup\\_Amendment\\_1\\_Executed](#)  
[Attachment C - Betterup\\_Amendment\\_2\\_Executed](#)  
[Attachment D - Betterup\\_Amendment\\_3\\_Executed](#)  
[Attachment E - Betterup\\_Amendment\\_4](#)

22. Adopt a Resolution to:
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to correct the salary ranges of the Child Support Officer I, II & III, Supervising Child Support Officer, and Child Support Performance Specialist effective the date of the base wage adjustment on July 12, 2025, to reflect the correct increase as a result of the appeal process, as indicated in Attachment A; and
- b. Direct the Human Resources Department and the Auditor Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) System.

**Attachments:** [Board Report](#)  
[Attachment A](#)  
[Resolution](#)

23. Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, August 5, 2025.

**Attachments:**     [Board Report](#)  
                          [DRAFT BOS Minutes 8-5-2025](#)

**Public Works, Facilities and Parks**

- 24.** Adopt a Resolution to authorize and direct the Auditor-Controller to transfer \$65,491 in Fiscal Year (FY) 2024-25 from General Fund 001, Parks Operations Appropriation Unit PFP058, to Vehicle Replacement Planning Fund 478-VRP, Appropriation Unit PFP068 for two Ranger Vehicles (4/5ths vote required).

**Attachments:**     [Board Report](#)  
                          [Resolution](#)

- 25.** Adopt Resolutions for County Service Areas 1, 9, 15, 19, 20, 23, 24, 25, 26, 30, 31, 32, 33, 35, 37, 38, 41, 44, 45, 47, 50, 51, 52, 53, 54, 56, 58, 62, 66, 68, 72, and 75;
- a. Certifying compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for the respective County Service Area; and
  - b. Authorizing and directing the Auditor-Controller to enter the amount of the charges against the respective lots or parcels as they appear in the assessment roll for Fiscal Year 2025-26 as described in Exhibit 1 and Exhibit 2 (CSA 45 Oak Hills Subdivision only) of each Resolution.

**Attachments:** [Board Report](#)  
[Attachment A - Table of Annual Assessments](#)  
[Attachment B - CSA1 Carmel Point Reso](#)  
[Attachment C - CSA9 OakPark et al Reso](#)  
[Attachment D - CSA15 Serra Village Toro Park Reso](#)  
[Attachment E - CSA19 Carmel Meadows Reso](#)  
[Attachment F - CSA20 Royal Estates Reso](#)  
[Attachment G - CSA23 Carmel Rancho Reso](#)  
[Attachment H - CSA24 Pedrazzi & Indian Springs](#)  
[Attachment I - CSA25 Carmel Valley Golf & CC](#)  
[Attachment J - CSA26 New Moss Landing Heights](#)  
[Attachment K - CSA30 Rancho Mar Monte Reso](#)  
[Attachment L - CSA31 Aromas Hills Subd Reso](#)  
[Attachment M - CSA32 Green Valley Acres Reso](#)  
[Attachment N - CSA33 Coast Ridge & Carmel Sur](#)  
[Attachment O - CSA35 Paradise Park & Rancho Bor](#)  
[Attachment P - CSA37 Colonial Oak Estates Reso](#)  
[Attachment Q - CSA 38 Paradise Lake Estates Annual Asmt Reso 2025-26](#)  
[Attachment R - CSA41 Gabilan Acres & Boronda](#)  
[Attachment S - CSA44 Corral de Tierra Oaks Reso](#)  
[Attachment T - CSA45 Oak Hills & Oak Hills Reso](#)  
[Attachment U - CSA47 Carmel Views & Mar Vista](#)  
[Attachment V - CSA50 Rio Way Tract 2 Reso](#)  
[Attachment W - CSA51 High Meadows Reso](#)  
[Attachment X - CSA52 Carmel Valley Village Reso](#)  
[Attachment Y - CSA53 Arroyo Seco Reso](#)  
[Attachment Z - CSA54 Manzanita and Sarsi Subd](#)  
[Attachment AA - CSA56 Del Mesa Carmel Reso](#)  
[Attachment BB - CSA58 Vista Dorado Reso](#)  
[Attachment CC - CSA62 Rancho Del Monte No 14](#)  
[Attachment DD - CSA66 Oak Tree Views](#)  
[Attachment EE - CSA68 Vierra Canyon Knolls](#)  
[Attachment FF - CSA72 Las Palmas Ranch](#)  
[Attachment GG - CSA75 Chualar](#)

- 26.** Adopt a Resolution certifying compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for County Service Area 75 - Chualar.

- Attachments:**     [Board Report](#)  
                          [Attachment A - Resolution](#)  
                          [Attachment B - Location Map](#)

**Addenda/Supplemental**

- 27. Addenda/Supplemental**  
    Added subsection d. to Item No. 1 under Closed Session





# County of Monterey

## Item No.1

### Board Report

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

Legistar File Number: CS 25-035

August 12, 2025

**Introduced:** 8/1/2025

**Current Status:** Agenda Ready

**Version:** 1

**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)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.

b. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

(1) Property: Laguna Seca Concession

Agency Negotiator(s): Randy Ishii and Bryan Flores

Negotiating Parties: Ross Merrill and Mel Harder

Under negotiation: Price and terms

(2) Property: Manzanita Park

Agency Negotiator(s): Randy Ishii and Bryan Flores

Negotiating Parties: Dan Thompson, Linda Scherrer and Jeff Vest

Under negotiation: Price and terms

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) *Mario Gonzalez, et al. v. State of CA, et al.* (Monterey County Superior Court Case No. 23CV004194 as lead coordinated case, including subordinate Monterey County Cases: 24CV000215; 24CV000421; 24CV000428; 24CV000848; 24CV000904; 24CV001269; and Santa Cruz County Superior Court Case No. 23CV03022)

(2) *Lasher, Michael v. County of Monterey, et al.* (Monterey County Superior Court case no. 23CV00324)

d. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:

(1) Designated representatives: Andreas Pyper and Ariana Hurtado

Employee Organization(s): All Units (ADDED VIA SUPPLEMENTAL)



# County of Monterey

## Item No.2

### Board Report

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

Legistar File Number: CR 25-119

August 12, 2025

**Introduced:** 7/31/2025

**Current Status:** Ceremonial Resolution

**Version:** 1

**Matter Type:** Ceremonial Resolution

Adopt a resolution honoring the 2025 graduates of the Proudly Pajaro program, the Community Action Board, Casa de la Cultura, and the Pajaro Disaster Long Term Recovery Alliance.  
(Supervisor Church)

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

**Resolution No.:**

Adopt a resolution honoring the 2025 graduates of the Proudly Pajaro program, the Community Action Board, Casa de la Cultura, and the Pajaro Disaster Long Term Recovery Alliance.

**WHEREAS**, The Proudly Pajaro program was established by Community Action Board (CAB), its first training group of eighteen residents of Pajaro completed leadership training in June 2025; and

**WHEREAS**, In 2023 the Pajaro River overran the Pajaro levee and flooded the historically underserved community of Pajaro, populated predominantly by laborers; and

**WHEREAS**, The resulting crisis triggered comprehensive efforts by Federal, State, and County entities, as well as a powerful assembly of local and national non-profit groups, including CAB and the Casa de la Cultura, to aid in the recovery from devastating losses and hardship; and

**WHEREAS**, The Alliance, based at Casa De La Cultura in Pajaro, was established in response to the immediate post-disaster needs of the resident and business communities, recognizing that long-term resiliency is essential in guaranteeing a stable, vibrant, autonomous future for Pajaro; and

**WHEREAS**, In partnership with The Alliance, and with a grant from the Community Foundation for Monterey County, CAB created the Proudly Pajaro initiative as a training program providing leadership development and capacity building to Pajaro Residents who were impacted by the floods; and

**WHEREAS**, Eighteen members of the Alliance’s Resident group were chosen to train in leadership styles, government structures, advocacy, public speaking, equity and justice, climate change, and climate justice; and

**WHEREAS**, In completing this relevant, comprehensive process, the Proudly Pajaro “graduates” have identified priority issues for the Pajaro community including housing, community safety, community resources, and a co-created common vision for Pajaro.

**NOW, THEREFORE BE IT RESOLVED**, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes the graduates of Proudly Pajaro, the Pajaro Disaster Long Term Recovery Alliance, Casa de la Cultura and the Community Action Board for their effective grassroots work to establish a foundation for an informed, engaged community.

**PASSED AND ADOPTED** on this \_\_\_ day of \_\_\_ 2025, upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ by the following vote, to-wit:

AYES:  
NOES:  
ABSENT:

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

Dated:

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

By \_\_\_\_\_  
Deputy



# County of Monterey

**Item No.3**

## Board Report

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

**Legistar File Number: APP 25-117**

**August 12, 2025**

**Introduced:** 7/31/2025

**Current Status:** Appointment

**Version:** 1

**Matter Type:** Appointment

Appoint Carolynne Roderick to Equal Opportunity and Civil Rights Advisory Commission representing the Service Employee International Union (SEIU) Local 521 Monterey County Chapter with a term expiration date on December 31, 2027. (Nominated by Olivia Martinez, Region 2 Director SEIU Local 521)

# COUNTY OF MONTEREY

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: August 12, 2025**

---

Appointment to the **Equal Opportunity and Civil Rights Advisory Commission**

Nominated by **Olivia Martinez, Region 2 Director SEIU Local 521**

Representing **SEIU Local 521 Monterey County Chapter**

Nominated Appointee:

Name: **Carolynne Roderick**

Address: [REDACTED]

Telephone number(s):

Primary Phone: [REDACTED]

Email: [REDACTED]

**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: 8/12/25

Expiration Date: 12/31/27



**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
CTW-CLC**

**SAN JOSE H.Q.**  
2302 Zanker Road  
San Jose, CA 95131  
**Phone:** 408-678-3300  
**Fax:** 408-954-1538

**BAKERSFIELD**  
1001 17th Street  
Bakersfield, CA 93301  
**Phone:** 661-321-4160  
**Fax:** 661-325-7814

**FRESNO**  
5228 E. Pine Avenue  
Fresno, CA 93727  
**Phone:** 559-447-2560  
**Fax:** 559-261-9308

**HANFORD**  
101 N. Irwin St., Suite 203  
Hanford, CA 93230  
**Phone:** 559-587-1521  
**Fax:** 559-733-5006

**REDWOOD CITY**  
This location has been closed. Please mail correspondence to our San Jose Headquarters  
**Phone Calls / Facsimiles received at our San Jose Headquarters:**  
**Phone:** 650-801-3500  
**Fax:** 650-595-1930

**SALINAS**  
334 Monterey Street  
Salinas, CA 93901  
**Phone:** 831-784-2560  
**Fax:** 831-784-2902

**SANTA CRUZ**  
517B Mission Street  
Santa Cruz, CA 95060  
**Phone:** 831-824-9255  
**Fax:** 831-401-2584

**VISALIA**  
1811 W. Sunnyside Avenue  
Visalia, CA 93277  
**Phone:** 559-635-3720  
**Fax:** 559-733-5006

June 18, 2025

Sent via email: [RodriguezJPI@countyofmonterey.gov](mailto:RodriguezJPI@countyofmonterey.gov)

Juan P. Rodriguez  
Civil Rights Officer  
Civil Rights Office, County of Monterey  
1441 Schilling Place, North Building  
Salinas, CA 93901

Dear Mr. Rodriguez:

This letter is to inform you that SEIU Local 521 Monterey County Chapter has appointed Carolynne Roderick and Estella Padilla-Jimenez to the Equal Opportunity and Civil Rights Advisory Commission.

If you have any questions, please contact Olivia Martinez at [Olivia.Martinez@seiu521.org](mailto:Olivia.Martinez@seiu521.org).

Sincerely,

Olivia Martinez  
Region 2 Director  
SEIU Local 521

OM:sjw

# Carolynne Roderick



## Skills

15 years of experience in external and internal organizing. Experienced in contract interpretation and enforcement, leadership development, contract negotiations, as well as leading staff and member leaders to successful successor agreements through effective field campaigns.

## Experience

May 2023 - PRESENT

**SEIU 521, Salinas CA - *Internal Organizer***

Union organizer for various worksites in Region 2

May 2013 - May 2023

**SEIU 121RN, Pasadena CA - *Contract Campaign Coordinator***

Coordinator leading multiple staff and field campaigns for contract negotiations. Started as an External Organizer (2013-2015), Union Representative (2015-2018), and Contract Campaign Coordinator (2019-2023)

December 2011 - May 2013

**SEIU 721, Los Angeles CA - *External Organizer***

Organized non-union public sector workers into the Union

August 2009 - December 2011

**SEIU-UHW, Oakland CA - *Organizer/Representative***

Primarily worked on SEIU-UHW/NUHW decertification campaigns

## Education

California State University, East Bay 2003 - 2007





# County of Monterey

## Item No.4

### Board Report

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

Legistar File Number: APP 25-119

August 12, 2025

**Introduced:** 8/1/2025

**Current Status:** Appointment

**Version:** 1

**Matter Type:** Appointment

Reappoint Ronald Holder to the Community Action Commission representing District 2 with a term end date of July 1, 2028 (District Specific - District 2, Supervisor Church)



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

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

**To:** Clerk of the Board's Office

**From:** Marilyn Vierra

**RE: Notification to Clerk of Appointment**

**Board of Supervisors Meeting Date:**

---

## **Appointment to the Community Action Commission**

### **Nominated Appointee: Ronald Holder**

**Nominated by:** District 2, Supervisor Church

**Representing:** District 2

### **Reason for Nomination:**

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

### **Term:**

Start Date:

Term End Date:



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

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

# Community Action Commission Application

## Ronald Holder

District: 2  
Initialed Application: No

### Applicant

First Name: **Ronald**  
Middle Initial:  
Last Name: **Holder**

### Employment

Occupation:  
Job Title:  
Employer:

### Interests and Experiences

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

**Yes**

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

**Yes**

**County of Monterey Board of Committee**

Has served on an advisory group before?

**No**

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:

How did you hear about the position?:

**I already serve and have been for the past 20 years. I would like to continue to offer**

Please identify any specialized accommodations needed for equal participation:

**None at this time.**



# County of Monterey

## Item No.5

### Board Report

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

Legistar File Number: APP 25-120

August 12, 2025

**Introduced:** 8/4/2025

**Current Status:** Appointment

**Version:** 1

**Matter Type:** Appointment

Reappoint Clinton Miller to the Agricultural Advisory Committee as a District 2 Representative with a term end date of June 30, 2028 (District Specific - District 2, Supervisor Church)



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

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

**To:** Clerk of the Board's Office

**From:** Marilyn Vierra

**RE: Notification to Clerk of Appointment**

**Board of Supervisors Meeting Date:**

---

## **Appointment to the Agricultural Advisory Committee**

**Nominated Appointee:** Clinton Miller

**Nominated by:** Supervisor Glenn Church

**Representing:** District 2

### **Reason for Nomination:**

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

### **Term:**

Start Date:

Term End Date:



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

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

# Agricultural Advisory Committee Application

## Clinton Miller

District: 2  
Initialed Application: Yes

### Applicant

First Name: **Clinton**  
Middle Initial:  
Last Name: **Miller**

### Employment

Occupation:  
Job Title:  
Employer:

### Interests and Experiences

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

**Yes**

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

**Yes**

**Agricultural Advisory Committee, Pajaro Sunny Mesa**

Has served on an advisory group before?

**Yes**

**I have serves from 2022-2025**

Please tell us about yourself and why you want serve:

**I am a current employee in a family farming operation in North Monterey County. I am very active in the local community and understand the challenges that agricultural operations are facing. I would like to serve on this committee to ensure that the agricultural industry has a voice in local matters affecting agricultural operations.**

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

**Reasons I believe to be considered a strong applicant for the Board are my leadership abilities, effective communication skills, commitment and dedication, values and ethics, and the ability to maintain confidentiality. I can effectively lead by encouraging strategic thinking and maintaining a positive outlook. I have the ability to listen, accept feedback, and stay open minded. I am motivated and dedicated to achieving short-term and long-term goals. I pride myself on maintaining strong ethics, integrity, and confidentiality.**

How did you hear about the position?:





# County of Monterey

## Item No.6

### Board Report

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

Legistar File Number: OBM 25-112

August 12, 2025

**Introduced:** 8/4/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Other Board Matters

See Supplemental Sheet



# County of Monterey

## Item No.7

### Board Report

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

Legistar File Number: OBM 25-113

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**Introduced:** 8/4/2025

**Current Status:** Draft

**Version:** 1

**Matter Type:** Other Board Matters

General Public Comments



# County of Monterey

## Item No.8

### Board Report

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

Legistar File Number: ORD 25-007

August 12, 2025

Introduced: 7/22/2025

Current Status: Scheduled AM

Version: 1

Matter Type: Ordinance

#### **REF140023 - Update to Zoning Maps and Classifications**

Public Hearing recommending that the Board of Supervisors:

- a. Consider and find adoption of the ordinance consistent within the scope of the previously certified Final Environmental Impact Report (FEIR) for the 2010 General Plan (SCH #2007121001) pursuant to CEQA (California Environmental Quality Act) Guidelines Section 15162; and
- b. Adopt an ordinance amend Chapters 21.08 and 21.50 of the Monterey County Code (Title 21, inland zoning) to reclassify multiple zoning districts for consistency with the 2010 County of Monterey General Plan land use designations.

**Project Location:** Inland areas of unincorporated Monterey County

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Consider and find adoption of the ordinance consistent within the scope of the previously certified Final Environmental Impact Report (FEIR) for the 2010 General Plan (SCH #2007121001) pursuant to CEQA (California Environmental Quality Act) Guidelines Section 15162; and
- b. Adopt an ordinance amend Chapters 21.08 and 21.50 of the Monterey County Code (Title 21, inland zoning) to reclassify multiple zoning districts for consistency with the 2010 County of Monterey General Plan land use designations.

#### SUMMARY:

The adoption of the 2010 County of Monterey General Plan (General Plan) for the unincorporated inland areas of Monterey County necessitates that all inland zoning maps be updated to implement the land use designations of the General Plan. This project began in 2014 and was presented to the Planning Commission (Commission) in 2014 and 2015. The original project was incomplete due to staff turnover and other priorities. Staff returned to the Commission on May 13, 2024, to provide an update and receive input on the proposed revised project scope. The Commission concurred with staff's recommendation for the revised project scope, which consists of: 1) zoning map updates for consistency with the General Plan and associated updates to Title 21, including Chapter 21.08 (Establishment and Designation of Zoning Districts) and Chapter 21.50 (Urban Reserve Zoning District); and 2) add a new Chapter to Title 21 to implement the Agricultural and Winery Corridor Plan (AWCP). Today's action will not include the second part of the scope of work, as it required additional review and input from the Agricultural Advisory Committee prior to moving forward to the Planning Commission.

On April 30, 2025, the Planning Commission held a public hearing and unanimously recommended that the Board of Supervisors adopt a resolution to adopt the ordinance to amending various sections of Title 21 to implement the zoning map updates to ensure consistency with the General Plan.

The draft ordinances before the Board of Supervisors today would correct and modify various sections of Monterey County Code (MCC) Chapters 21.08 and 21.50. The amendments to MCC Chapter 21.08 will correct errors from prior updates and clarify, modernize, and streamline the process for updates to the County's zoning maps. The amendments to MCC Chapter 21.50 will clarify that staff needs to review the Board of Supervisors (Board) adopted memorandum of agreements and memorandums of understanding. To read a full discussion of the amendments, please refer to the discussion below.

The attached Sectional District Maps (**Attachment B**) reflect these zoning updates, where zoning district changes are highlighted.

#### DISCUSSION

The County began the process of drafting ordinances and processes for updating the sectional zoning maps for consistency with the General Plan land use designations in 2014. This process resulted in an expansive project scope, which, due to staff turnover and other priorities, stalled in 2015. Staff in 2024 brought the project back to the Commission for input on the revised project scope. The Commission recommended that staff proceed with the revised project scope on March 13, 2024. Today, staff is presenting to Board of Supervisors a draft ordinance recommended by the Planning Commission (**Attachment D**) on April 30, 2025, that implements the zoning map updates to ensure consistency with the General Plan. The recommended ordinance (**Attachment A**) and a redlined version (**Attachment C**) outline the proposed amendments.

The key features of the ordinance are included below:

- Correction to MCC section 21.08.010 - This correction adds the Mixed Use Zoning District, which was passed and adopted by the Board on July 7, 2020, to the Designation of Districts table.
- Amendments to MCC section 21.08.030.C - This amendment clarifies and establishes a process for HCD to address the uncertainty of zoning district boundaries. The previous section required staff to return to the Commission when they encounter uncertainty regarding zoning district boundaries. This amended section establishes a clear process for how HCD can address uncertainty in zoning district boundaries and aligns the process with other jurisdictions within the State. This amendment modernizes and streamlines the process of addressing uncertainty in zoning district boundaries, where the use of GIS can result in minor errors due to inaccurate parcel geometry, incorrect polygon shapes, and previous erroneous projections that cause the zoning district boundaries to be misaligned.
- Addition to MCC section 21.08.030.D - This addition clarifies and establishes a process for HCD to address instances where there is an absence of zoning on a parcel. This issue was not previously addressed in MCC, and therefore, when staff encounter this issue,

there is not a clear path forward for a resolution. In previous instances of this problem, staff had to return to the Commission, and in some cases, the Board, to correct errors or instances where a land use designation was updated without a subsequent update to the underlying zoning district. This addition establishes a clear process for resolving situations where parcels lack a designated zoning district and aligns it with the processes of other jurisdictions within the State.

- Correction to MCC section 21.08.060 - This correction amends this section, which was erroneously amended as a part of Ordinance No. 5327 (passed and adopted by the Board on April 28, 2020) which established the Industrial Hemp “HMP” Zoning Overlay Designation. This section should incorporate all Sectional District Maps into Title 21 but was revised to only refer to the Sectional District Maps that were amended as a part of the “HMP” Zoning Overlay Designation. This amendment corrects this section to incorporate all Sectional District Maps into Title 21.
- Addition to MCC section 21.50.030.D - This addition would add a clarifying regulation to the existing Urban Reserve Combining District, requiring that development proposals be reviewed for compliance with Board-adopted Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) between the County and the incorporated city. This new regulation does not add any new requirements, it simply clarifies for internal and external staff the existence of these Board-adopted MOAs and MOUs. Additionally, the amendment ensures relevant projects are reviewed for compliance with these MOAs and MOUs.

This ordinance also includes and amends all unincorporated Inland Area Sectional District Maps for consistency with the General Plan. These Sectional District Maps are incorporated as **Attachment B**. The new GIS mapping application developed will be a fully online GIS mapping tool that allows members of the public and internal staff to review the County’s zoning maps online. This new zoning map application will enable all future zoning map updates to occur exclusively as a GIS-based process, where maps are stored electronically. The mapping application will automatically generate PDF Sectional District Maps that can be included in all hearing documents, providing clarity to members of the public and internal staff on what is changing while ensuring that all changes and data live electronically and have transparent version tracking.

Finally, the second part of this project involves staff implementing the AWCP (Chapter 9.J of the General Plan) into Title 21, which will necessitate adding a new Chapter to Title 21. The AAC has provided staff a recommendation on the draft ordinance implementing the AWCP. Staff will be presenting the recommendation to the Planning Commission in fall/winter of 2025.

#### OTHER AGENCY INVOLVEMENT

Housing and Community Development Department staff worked with ITD to update the GIS maps and with the Office of County Counsel to review the ordinance as to form.

#### FINANCING:

The proposed reclassification of zoning districts has no financial impact on the County General Fund. Staff time to prepare this report is included in the FY2025-26 Adopted Budget for HCD Appropriation Unit HCD002, Unit 8543.

Prepared by: Edgar Sanchez, Assistant Planner  
Reviewed by: Sarah Wikle, Principal Planner  
Reviewed/Approved by: Melanie Beretti, AICP, Chief of Planning

The following attachments are on file with the Clerk of the Board:

Attachment A - Proposed Ordinance (clean)  
Attachment B - Sectional District Maps  
Attachment C - Proposed Ordinance (redline)  
Attachment D - Planning Commission Resolution

Cc: Craig Spencer, Director of Housing and Community Development; Melanie Beretti, Chief of Planning; Josh Bowling, Chief of Building Services; Sarah Wikle, Principal Planner; Edgar Sanchez, Assistant Planner; Kelly Donlon, County Counsel; Board of Supervisor Notices 7-13-17 Distribution List, Zoning Maps and Classification Updates (REF140023) Interested Parties Distribution List 07-24-24



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: ORD 25-007

August 12, 2025

Introduced: 7/22/2025

Current Status: Agenda Ready

Version: 1

Matter Type: Ordinance

### **REF140023 - Update to Zoning Maps and Classifications**

Public Hearing recommending that the Board of Supervisors:

- a. Consider and find adoption of the ordinance consistent within the scope of the previously certified Final Environmental Impact Report (FEIR) for the 2010 General Plan (SCH #2007121001) pursuant to CEQA (California Environmental Quality Act) Guidelines Section 15162; and
- b. Adopt an ordinance amend Chapters 21.08 and 21.50 of the Monterey County Code (Title 21, inland zoning) to reclassify multiple zoning districts for consistency with the 2010 County of Monterey General Plan land use designations.

**Project Location:** Inland areas of unincorporated Monterey County

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Consider and find adoption of the ordinance consistent within the scope of the previously certified Final Environmental Impact Report (FEIR) for the 2010 General Plan (SCH #2007121001) pursuant to CEQA (California Environmental Quality Act) Guidelines Section 15162; and
- b. Adopt an ordinance amend Chapters 21.08 and 21.50 of the Monterey County Code (Title 21, inland zoning) to reclassify multiple zoning districts for consistency with the 2010 County of Monterey General Plan land use designations.

#### SUMMARY:

The adoption of the 2010 County of Monterey General Plan (General Plan) for the unincorporated inland areas of Monterey County necessitates that all inland zoning maps be updated to implement the land use designations of the General Plan. This project began in 2014 and was presented to the Planning Commission (Commission) in 2014 and 2015. The original project was incomplete due to staff turnover and other priorities. Staff returned to the Commission on May 13, 2024, to provide an update and receive input on the proposed revised project scope. The Commission concurred with staff's recommendation for the revised project scope, which consists of: 1) zoning map updates for consistency with the General Plan and associated updates to Title 21, including Chapter 21.08 (Establishment and Designation of Zoning Districts) and Chapter 21.50 (Urban Reserve Zoning District); and 2) add a new Chapter to Title 21 to implement the Agricultural and Winery Corridor Plan (AWCP). Today's action will not include the second part of the scope of work, as it required additional review and input from the Agricultural Advisory Committee prior to moving forward to the Planning Commission.

On April 30, 2025, the Planning Commission held a public hearing and unanimously recommended that the Board of Supervisors adopt a resolution to adopt the ordinance to amending various sections of Title 21 to implement the zoning map updates to ensure consistency with the General Plan.

The draft ordinances before the Board of Supervisors today would correct and modify various sections of Monterey County Code (MCC) Chapters 21.08 and 21.50. The amendments to MCC Chapter 21.08 will correct errors from prior updates and clarify, modernize, and streamline the process for updates to the County's zoning maps. The amendments to MCC Chapter 21.50 will clarify that staff needs to review the Board of Supervisors (Board) adopted memorandum of agreements and memorandums of understanding. To read a full discussion of the amendments, please refer to the discussion below.

The attached Sectional District Maps (**Attachment B**) reflect these zoning updates, where zoning district changes are highlighted.

### DISCUSSION

The County began the process of drafting ordinances and processes for updating the sectional zoning maps for consistency with the General Plan land use designations in 2014. This process resulted in an expansive project scope, which, due to staff turnover and other priorities, stalled in 2015. Staff in 2024 brought the project back to the Commission for input on the revised project scope. The Commission recommended that staff proceed with the revised project scope on March 13, 2024. Today, staff is presenting to Board of Supervisors a draft ordinance recommended by the Planning Commission (**Attachment D**) on April 30, 2025, that implements the zoning map updates to ensure consistency with the General Plan. The recommended ordinance (**Attachment A**) and a redlined version (**Attachment C**) outline the proposed amendments.

The key features of the ordinance are included below:

- Correction to MCC section 21.08.010 - This correction adds the Mixed Use Zoning District, which was passed and adopted by the Board on July 7, 2020, to the Designation of Districts table.
- Amendments to MCC section 21.08.030.C - This amendment clarifies and establishes a process for HCD to address the uncertainty of zoning district boundaries. The previous section required staff to return to the Commission when they encounter uncertainty regarding zoning district boundaries. This amended section establishes a clear process for how HCD can address uncertainty in zoning district boundaries and aligns the process with other jurisdictions within the State. This amendment modernizes and streamlines the process of addressing uncertainty in zoning district boundaries, where the use of GIS can result in minor errors due to inaccurate parcel geometry, incorrect polygon shapes, and previous erroneous projections that cause the zoning district boundaries to be misaligned.
- Addition to MCC section 21.08.030.D - This addition clarifies and establishes a process for HCD to address instances where there is an absence of zoning on a parcel. This issue was not previously addressed in MCC, and therefore, when staff encounter this issue, there is not a clear path forward for a resolution. In previous instances of this problem, staff had to return to the Commission, and in some cases, the Board, to correct errors or instances where a land



use designation was updated without a subsequent update to the underlying zoning district. This addition establishes a clear process for resolving situations where parcels lack a designated zoning district and aligns it with the processes of other jurisdictions within the State.

- Correction to MCC section 21.08.060 - This correction amends this section, which was erroneously amended as a part of Ordinance No. 5327 (passed and adopted by the Board on April 28, 2020) which established the Industrial Hemp “HMP” Zoning Overlay Designation. This section should incorporate all Sectional District Maps into Title 21 but was revised to only refer to the Sectional District Maps that were amended as a part of the “HMP” Zoning Overlay Designation. This amendment corrects this section to incorporate all Sectional District Maps into Title 21.
- Addition to MCC section 21.50.030.D - This addition would add a clarifying regulation to the existing Urban Reserve Combining District, requiring that development proposals be reviewed for compliance with Board-adopted Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) between the County and the incorporated city. This new regulation does not add any new requirements, it simply clarifies for internal and external staff the existence of these Board-adopted MOAs and MOUs. Additionally, the amendment ensures relevant projects are reviewed for compliance with these MOAs and MOUs.

This ordinance also includes and amends all unincorporated Inland Area Sectional District Maps for consistency with the General Plan. These Sectional District Maps are incorporated as **Attachment B**. The new GIS mapping application developed will be a fully online GIS mapping tool that allows members of the public and internal staff to review the County’s zoning maps online. This new zoning map application will enable all future zoning map updates to occur exclusively as a GIS-based process, where maps are stored electronically. The mapping application will automatically generate PDF Sectional District Maps that can be included in all hearing documents, providing clarity to members of the public and internal staff on what is changing while ensuring that all changes and data live electronically and have transparent version tracking.

Finally, the second part of this project involves staff implementing the AWCP (Chapter 9.J of the General Plan) into Title 21, which will necessitate adding a new Chapter to Title 21. The AAC has provided staff a recommendation on the draft ordinance implementing the AWCP. Staff will be presenting the recommendation to the Planning Commission in fall/winter of 2025.

#### OTHER AGENCY INVOLVEMENT

Housing and Community Development Department staff worked with ITD to update the GIS maps and with the Office of County Counsel to review the ordinance as to form.

#### FINANCING:

The proposed reclassification of zoning districts has no financial impact on the County General Fund. Staff time to prepare this report is included in the FY2025-26 Adopted Budget for HCD Appropriation Unit HCD002, Unit 8543.

Prepared by: Edgar Sanchez, Assistant Planner

Reviewed by: Sarah Wikle, Principal Planner

Reviewed/Approved by: Melanie Beretti, AICP, Chief of Planning

The following attachments are on file with the Clerk of the Board:

Attachment A - Proposed Ordinance (clean)

Attachment B - Sectional District Maps

Attachment C - Proposed Ordinance (redline)

Attachment D - Planning Commission Resolution

Cc: Craig Spencer, Director of Housing and Community Development; Melanie Beretti, Chief of Planning; Josh Bowling, Chief of Building Services; Sarah Wikle, Principal Planner; Edgar Sanchez, Assistant Planner; Kelly Donlon, County Counsel; Board of Supervisor Notices 7-13-17 Distribution List, Zoning Maps and Classification Updates (REF140023) Interested Parties Distribution List  
07-24-24

# Attachment A

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA,  
AMENDING TITLE 21 (NON-COASTAL ZONING) OF THE MONTEREY COUNTY  
CODE TO UPDATE TITLE 21 AND THE ZONING MAPS FOR CONSISTENCY WITH  
THE 2010 GENERAL PLAN**

**County Counsel Summary**

*This ordinance amends numerous zoning district regulation sections of Title 21 (non-coastal zoning) of the Monterey County Code to ensure consistency with the 2010 County of Monterey General Plan. This ordinance amends, updates, and corrects the process for establishing and designating zoning districts in the unincorporated inland area of Monterey County. This ordinance clarifies the process for review of development proposals in areas bordering incorporated cities. Finally, this ordinance updates all of the zoning district maps for the unincorporated inland area of Monterey County.*

The Board of Supervisors of the County of Monterey ordains as follows:

**SECTION 1. Findings and Declarations.**

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey (“County”) may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. Section 65860(a) of Government Code requires that county zoning ordinances be consistent with the general plan of the county. Further, Section 65860(c) of Government Code requires that in the event the zoning ordinance becomes inconsistent with a general plan, “the zoning ordinance shall be amended within a reasonable time so that it is consistent with the general plan, as amended.”

C. On October 26, 2010, pursuant to California Government Code section 65350 *et seq.*, the Board of Supervisors of the County of Monterey adopted a comprehensive update to the County General Plan, referred to as the 2010 County of Monterey General Plan (“General Plan”), for the unincorporated non-coastal area of the County (Board of Supervisors Resolution No. 10-291).

D. The purpose of this ordinance is to implement the General Plan and provide consistency between the County’s non-coastal zoning ordinance and the General Plan. This ordinance ensures consistency between a parcel’s land use designation, as designated by the General Plan, and the parcel’s zoning district. This ordinance clarifies and modernizes the process for updates to the County’s zoning district maps, streamlining the process for such updates and ensuring it is reflective of changes in technology, such as the use of Geographic Information Systems (“GIS”). Finally, this ordinance clarifies the regulations governing the

review of development proposals within an incorporated city’s sphere of influence or in preparation for annexation into an incorporated city.

E. On October 26, 2010, the Board of Supervisors certified an Environmental Impact Report (“EIR”) prepared for the General Plan (Resolution No. 10-290). The EIR evaluated environmental impacts associated with implementation of the General Plan, including changes in land use designations. This ordinance implements the General Plan by ensuring consistency between the General Plan's land use designations and the corresponding zoning districts. Pursuant to Section 15162 of the California Environmental Quality Act Guidelines, no subsequent environmental review is required for this ordinance because the effects of changing land use were analyzed in the General Plan EIR and no substantial changes in project description, substantial changes in circumstances, or new information of substantial importance leading to new significant effects or a substantial increase in the severity of previously identified effects has been identified.

**SECTION 2.** Section 21.08.010 of the Monterey County Code is amended to read as follows:

<b>Designation</b>	<b>District Name</b>
HDR	High Density Residential
MDR	Medium Density Residential
LDR	Low Density Residential
RDR	Rural Density Residential
MU	Mixed Use
LC	Light Commercial
HC	Heavy Commercial
VO	Visitor Serving/Office
AI	Agricultural Industrial
LI	Light Industrial
HI	Heavy Industrial
F	Farmlands
RG	Rural Grazing
PG	Permanent Grazing
RC	Resource Conservation
PQP	Public/Quasi-Public
O	Open Space
SP	Specific Plan
CP	Community Plan District

**SECTION 3.** Subsection (C) of Section 21.08.030 of the Monterey County Code is amended to read as follows:

C. Uncertainty of Boundaries. If uncertainty exists as to the boundaries of any zoning district shown on the Sectional District Maps, the following rules shall apply:

1. Boundaries indicated as approximately following the center lines of alleys, lanes, streets, highways, streams, rivers, drainage channels, other watercourses, railroads, or other identifiable boundary lines shall be construed to follow such center lines.

2. Boundaries indicated as approximately following lot lines, city or county limits, or extraterritorial boundary lines shall be construed as following such lines, limits, or boundaries.

3. Where a public alley, lane, street, or highway is officially abandoned, the zoning regulations applicable to the abutting property on each side of the center line shall apply up to the center line of such vacated or abandoned alley, lane, street, or highway on each respective side thereof.

4. Should any uncertainty remain as to the location of a zoning district boundary or other feature shown on the Sectional District Maps, the location shall be determined by the Director of Housing and Community Development.

**SECTION 4.** Subsection (D) of Section 21.08.030 of the Monterey County Code is added to read as follows:

D. Absence of Zoning. In the event a parcel of land has no zoning district assigned to it, or the assigned zoning district is from a jurisdiction other than the County of Monterey, regulation of land uses on the parcel shall be governed by the relevant General Plan, Area Plan, or Community Plan land use designation and related policies. The Director of Housing and Community Development shall subsequently determine and assign the most appropriate zoning district to the relevant parcel.

**SECTION 5.** Section 21.08.060 of the Monterey County Code is amended to read as follows:

This Section shall consist of a series of Sectional District Maps which show the Zoning Plan, being parts of this Title under the provisions of Section 21.08.030, and are for example designated SECTIONS 1, 2, 3 ... OF THE ZONING PLAN OF THE COUNTY OF MONTEREY.

**SECTION 6.** Subsection (D) is added to Section 21.50.030 of the Monterey County Code to read as follows:

D. A development proposed within an “UR” District which requires an Administrative Permit, Use Permit, subdivision, change in land use, change in zoning district, or similar discretionary permit shall be reviewed for compliance with any applicable memorandum of understanding or memorandum of agreement between relevant jurisdictions.

**SECTION 7. ZONING DISTRICT MAP.** The following Section District Maps of Section 21.08.060 of the Monterey County Code are hereby amended to ensure consistency between the inland unincorporated areas governed by the 2010 County of Monterey General Plan

and the various zoning districts, in order to maintain consistency with their respective land use designations.

1. Section 21-1
2. Section 21-2a
3. Section 21-2b
4. Section 21-2c
5. Section 21-2d
6. Section 21-3
7. Section 21-4b
8. Section 21-4c
9. Section 21-4d
10. Section 21-5
11. Section 21-6
12. Section 21-7
13. Section 21-8
14. Section 21-9
15. Section 21-10
16. Section 21-11
17. Section 21-12
18. Section 21-13
19. Section 21-14
20. Section 21-15
21. Section 21-16
22. Section 21-17a
23. Section 21-17b
24. Section 21-17c
25. Section 21-17d
26. Section 21-18
27. Section 21-18a
28. Section 21-18c
29. Section 21-19
30. Section 21-20
31. Section 21-21
32. Section 21-22
33. Section 21-23
34. Section 21-24
35. Section 21-24a
36. Section 21-25
37. Section 21-26
38. Section 21-27
39. Section 21-28
40. Section 21-30
41. Section 21-31
42. Section 21-31b
43. Section 21-32



44. Section 21-33
45. Section 21-34
46. Section 21-35
47. Section 21-37
48. Section 21-38
49. Section 21-39
50. Section 21-40
51. Section 21-41
52. Section 21-42
53. Section 21-43
54. Section 21-44
55. Section 21-45
56. Section 21-48
57. Section 21-49
58. Section 21-50
59. Section 21-51
60. Section 21-52
61. Section 21-53
62. Section 21-54
63. Section 21-55
64. Section 21-56
65. Section 21-58
66. Section 21-59
67. Section 21-60
68. Section 21-61
69. Section 21-62
70. Section 21-63
71. Section 21-64
72. Section 21-65
73. Section 21-66
74. Section 21-67
75. Section 21-68
76. Section 21-69
77. Section 21-70
78. Section 21-71
79. Section 21-72
80. Section 21-73
81. Section 21-74
82. Section 21-76
83. Section 21-77
84. Section 21-78
85. Section 21-79
86. Section 21-80
87. Section 21-81
88. Section 21-82
89. Section 21-83

90. Section 21-84
91. Section 21-85
92. Section 21-86
93. Section 21-87
94. Section 21-88
95. Section 21-89
96. Section 21-90
97. Section 21-91
98. Section 21-92
99. Section 21-93
100. Section 21-94
101. Section 21-95
102. Section 21-96
103. Section 21-97
104. Section 21-98
105. Section 21-99
106. Section 21-100
107. Section 21-101
108. Section 21-102
109. Section 21-103
110. Section 21-104
111. Section 21-105
112. Section 21-106
113. Section 21-107
114. Section 21-108

**SECTION 8. 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 9. EFFECTIVE DATE.** This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED this 12th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

---

Christopher M. Lopez, Chair  
Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

*Kelly L. Donlon*  
Kelly L. Donlon  
Chief Assistant County Counsel

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# Attachment B

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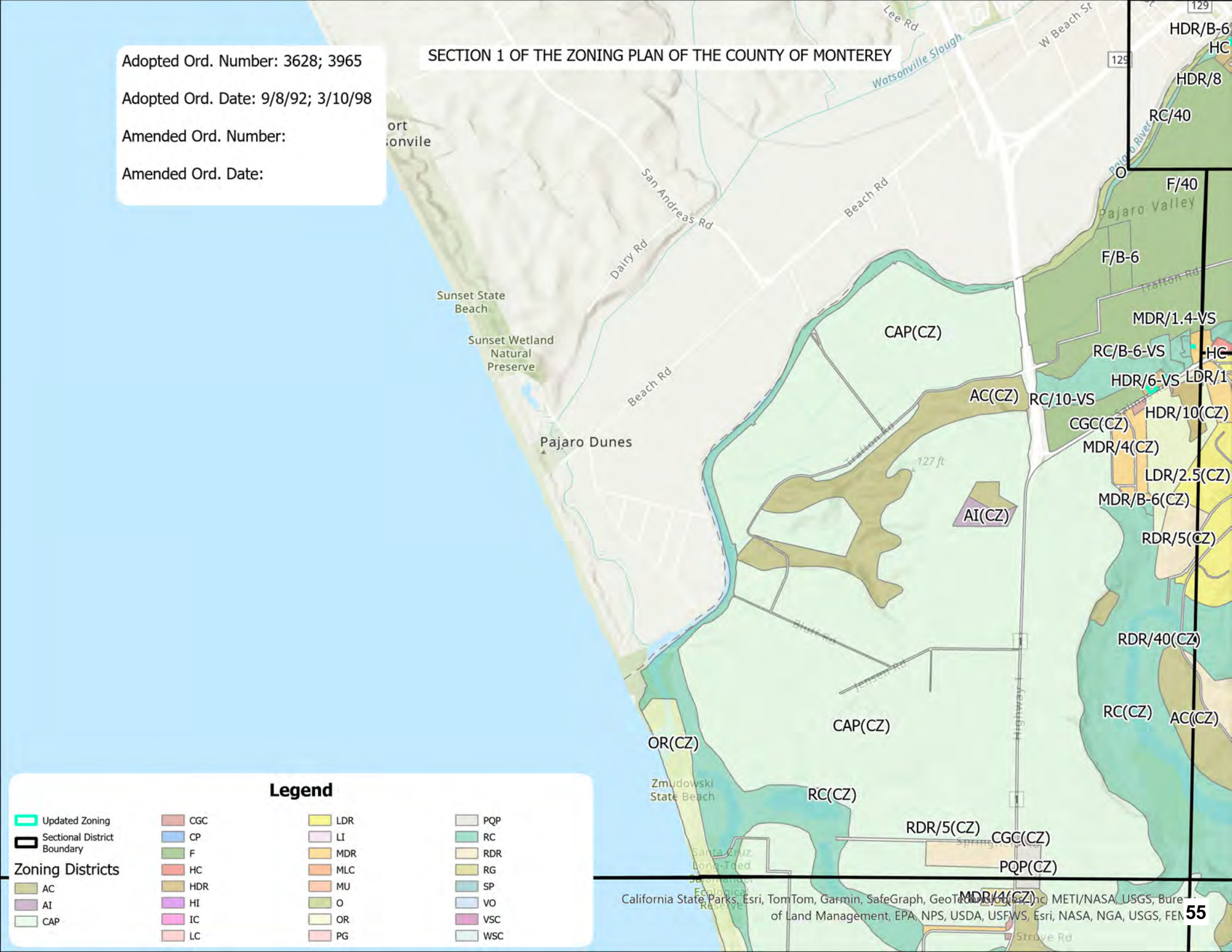
SECTION 1 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3628; 3965

Adopted Ord. Date: 9/8/92; 3/10/98

Amended Ord. Number:

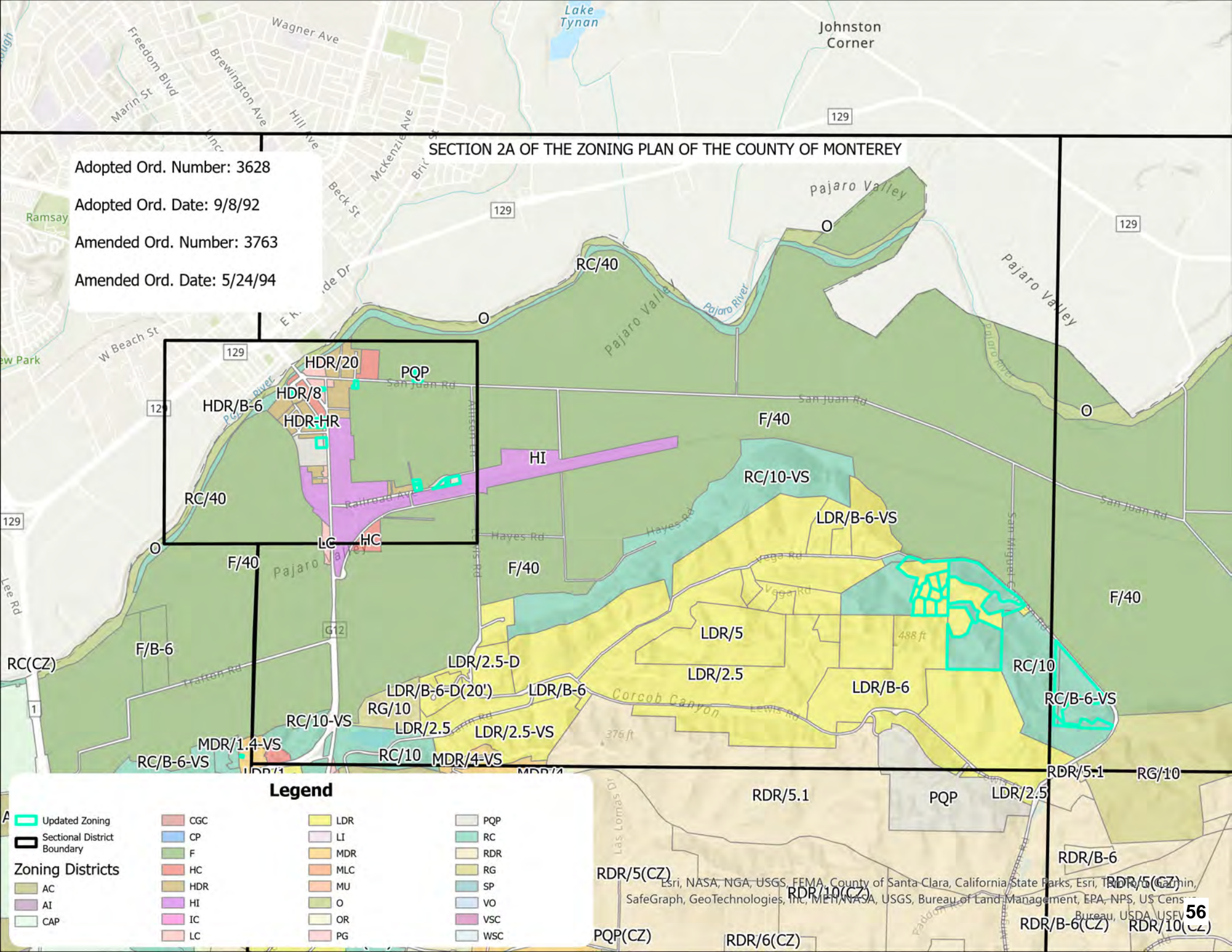
Amended Ord. Date:



Legend			
Updated Zoning	CGC	LDR	PQP
Sectional District Boundary	CP	LI	RC
Zoning Districts			
AC	HC	MDR	RDR
AI	HDR	MLC	RG
CAP	HI	O	SP
	IC	OR	VO
	LC	PG	VSC
			WSC

SECTION 2A OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3628  
 Adopted Ord. Date: 9/8/92  
 Amended Ord. Number: 3763  
 Amended Ord. Date: 5/24/94



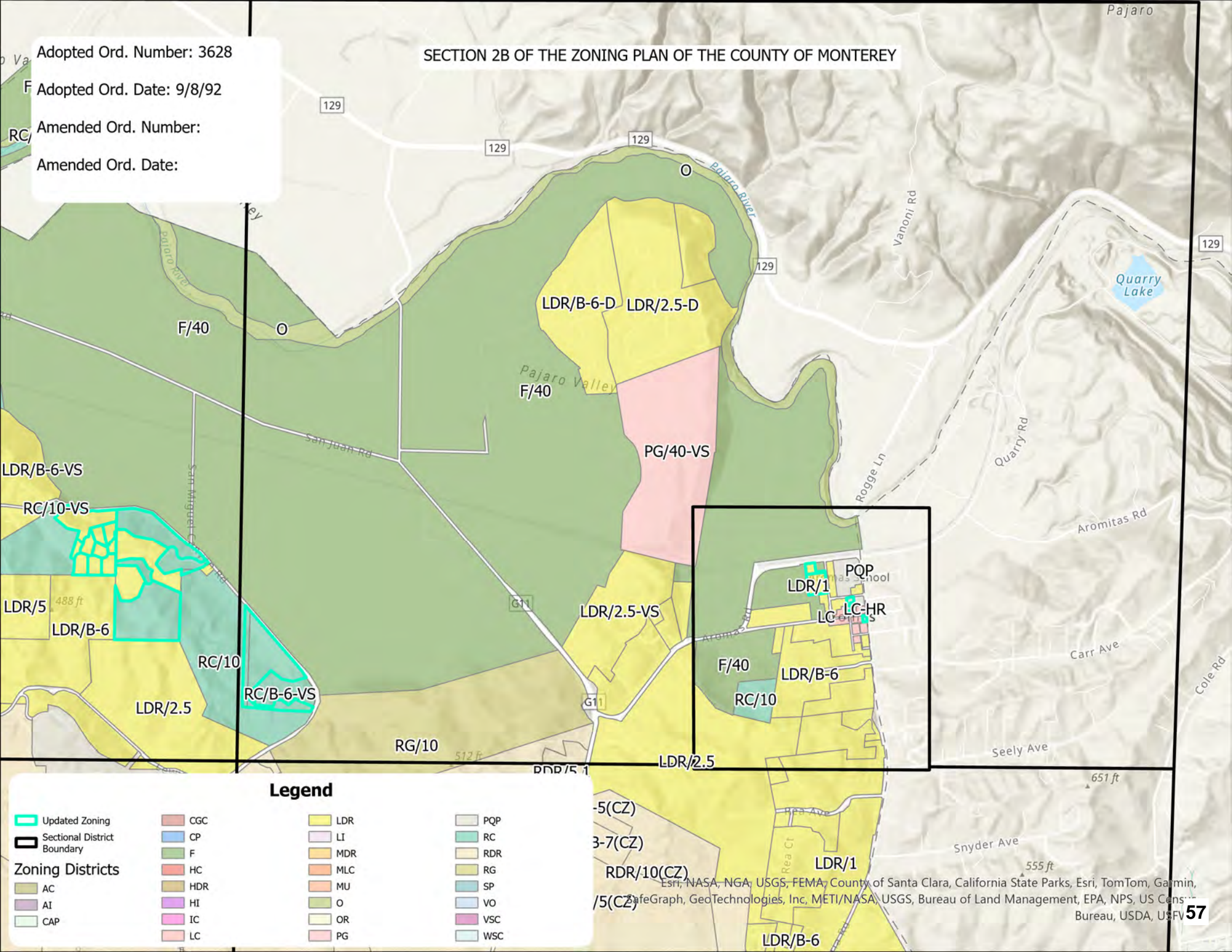
**Legend**

Updated Zoning	CGC	LDR	PQP
Sectional District Boundary	CP	LI	RC
<b>Zoning Districts</b>	F	MDR	RDR
AC	HC	MLC	RG
AI	HDR	MU	SP
CAP	HI	O	VO
	IC	OR	VSC
	LC	PG	WSC



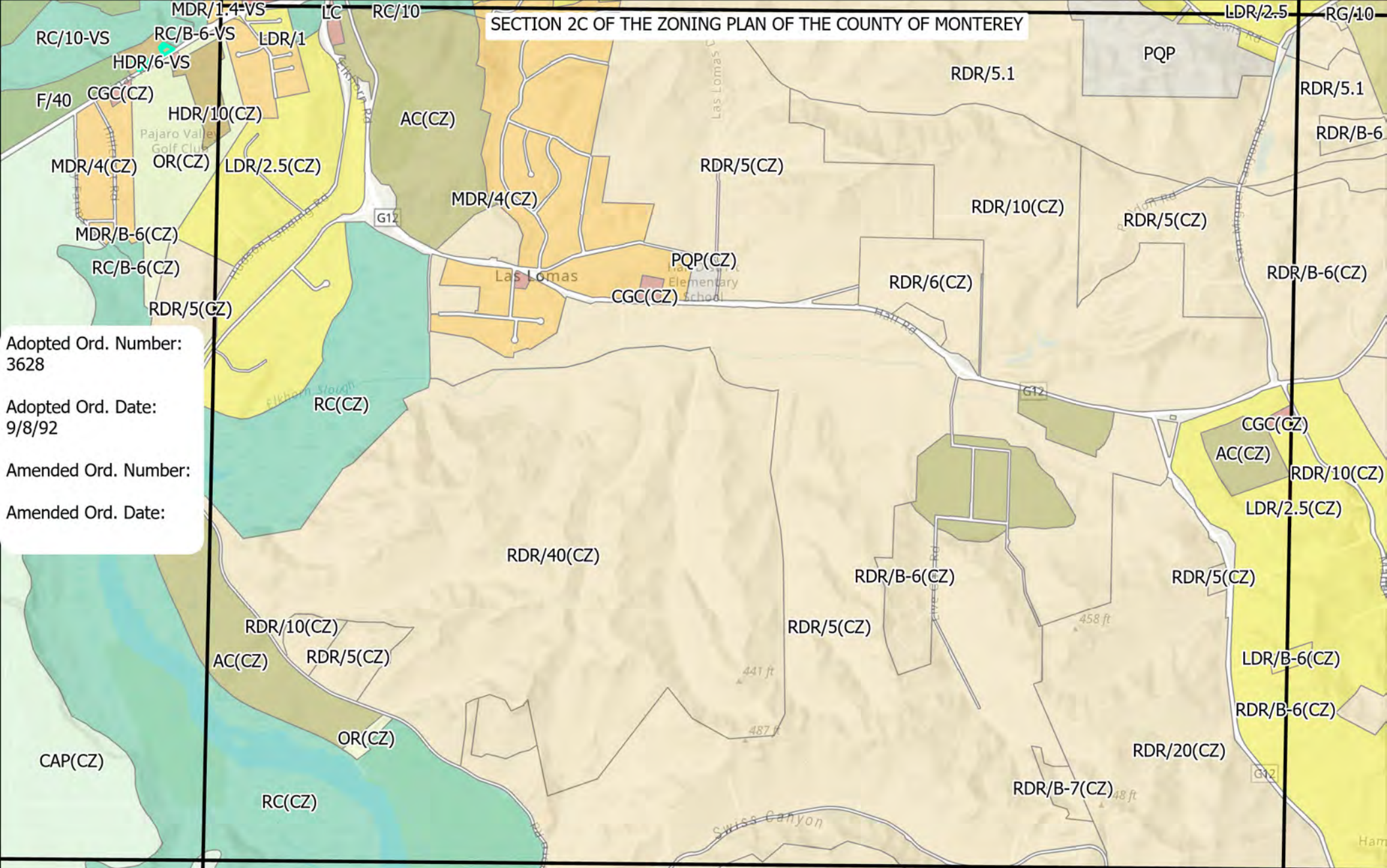
SECTION 2B OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3628  
 Adopted Ord. Date: 9/8/92  
 Amended Ord. Number:  
 Amended Ord. Date:



Legend			
Updated Zoning	CGC	LDR	PQP
Sectional District Boundary	CP	LI	RC
Zoning Districts			
AC	HC	MDR	RDR
AI	HDR	MLC	RG
CAP	HI	MU	SP
	IC	O	VO
	LC	OR	VSC
		PG	WSC

SECTION 2C OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



Adopted Ord. Number:  
3628

Adopted Ord. Date:  
9/8/92

Amended Ord. Number:

Amended Ord. Date:

### Legend

Updated Zoning	CGC	LDR	PQP
Sectional District Boundary	CP	LI	RC
<b>Zoning Districts</b>	F	MDR	RDR
AC	HC	MLC	RG
AI	HDR	MU	SP
CAP	HI	O	VO
	IC	OR	VSC
	LC	PG	WSC

RDR/10(CZ)

RDR/B-6(CZ)

RDR/5(CZ)

RDR/10(CZ)

RDR/5(CZ)

RDR/20(CZ)

RDR/B-7(CZ)

RDR/5.1

RDR/5.1

RDR/B-6

RDR/5(CZ)

RDR/10(CZ)

RDR/5(CZ)

RDR/6(CZ)

RDR/B-6(CZ)

RDR/B-6(CZ)

RDR/10(CZ)

RDR/10(CZ)

RDR/5(CZ)

RDR/B-6(CZ)

RDR/B-6(CZ)

RDR/2.5(CZ)

RDR/B-6(CZ)

RDR/B-6(CZ)

RDR/2.5(CZ)

RDR/B-6-S-D

LDR/5

RDR/7(CZ)

California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA

58

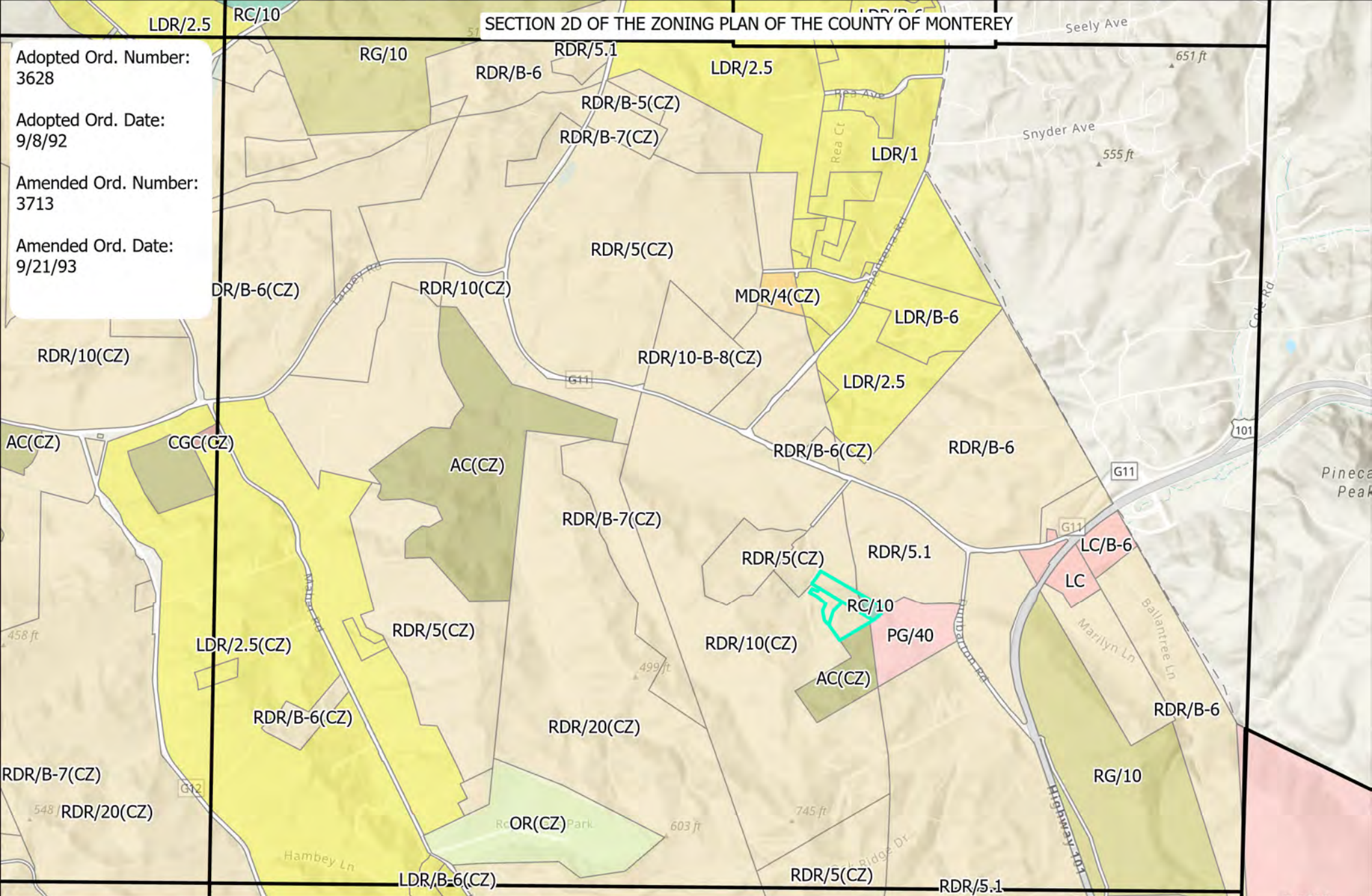
SECTION 2D OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number:  
3628

Adopted Ord. Date:  
9/8/92

Amended Ord. Number:  
3713

Amended Ord. Date:  
9/21/93



**Legend**

Updated Zoning	AI	HDR	MDR	PQP	VSC
Sectional District Boundary	CAP	HI	MLC	RC	WSC
<b>Zoning Districts</b>	CGC	IC	MU	RDR	
AC	CP	LC	O	RG	
F	LDR	PG	OR	SP	
HC	LI		PG	VO	

SECTION 3 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY






























Adopted Ord. Number: 3628; 5153

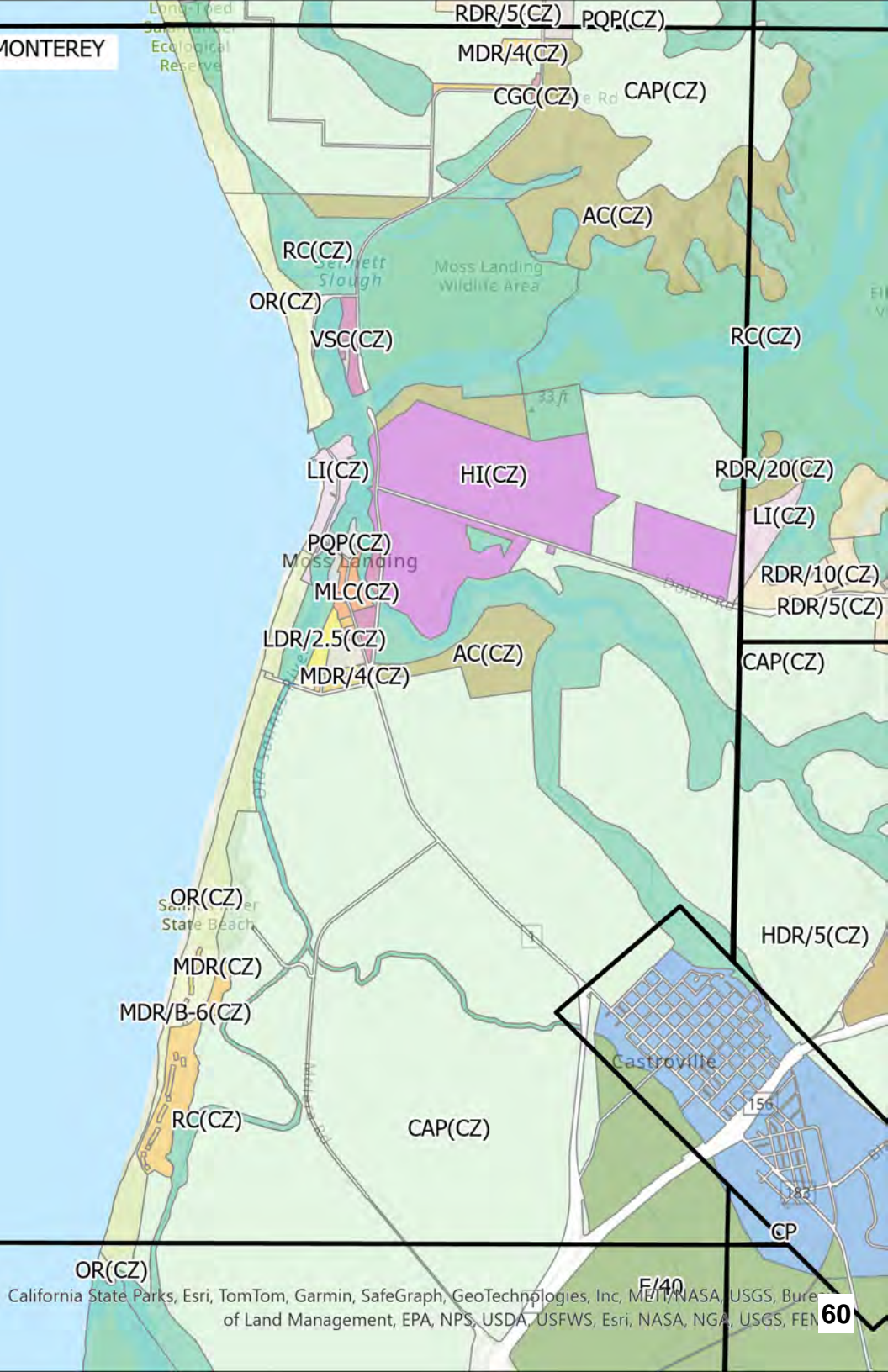
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2/23/10

Amended Ord. Number:

Amended Ord. Date:

**Legend**

 Updated Zoning	 HDR	 PG
 Sectional District Boundary	 HI	 PQP
<b>Zoning Districts</b>	 IC	 RC
 AC	 LC	 RDR
 AI	 LDR	 RG
 CAP	 LI	 SP
 CGC	 MDR	 VO
 CP	 MLC	 VSC
 F	 MU	 WSC
 HC	 O	
	 OR	



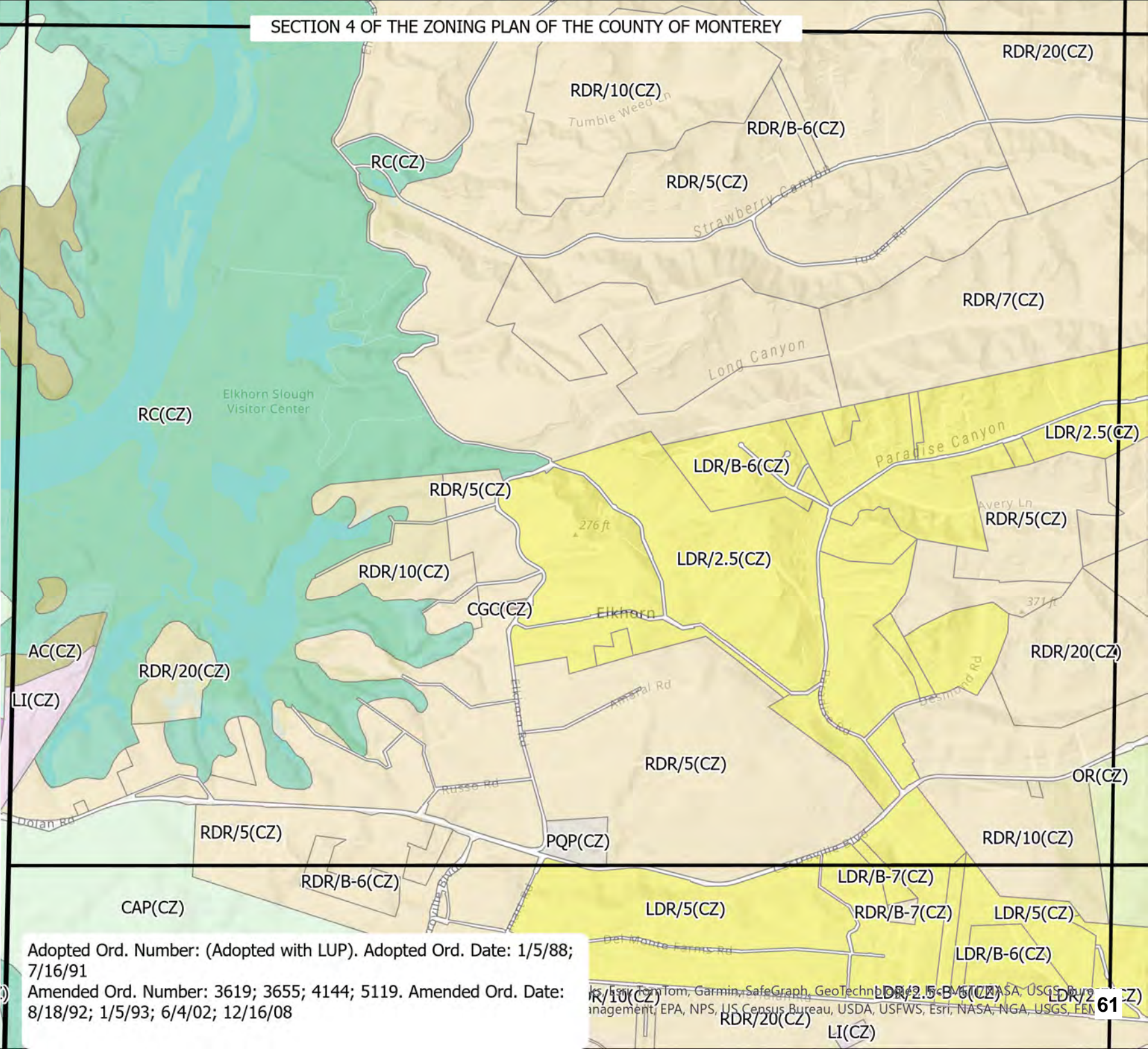
SECTION 4 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number: (Adopted with LUP). Adopted Ord. Date: 1/5/88; 7/16/91  
 Amended Ord. Number: 3619; 3655; 4144; 5119. Amended Ord. Date: 8/18/92; 1/5/93; 6/4/02; 12/16/08

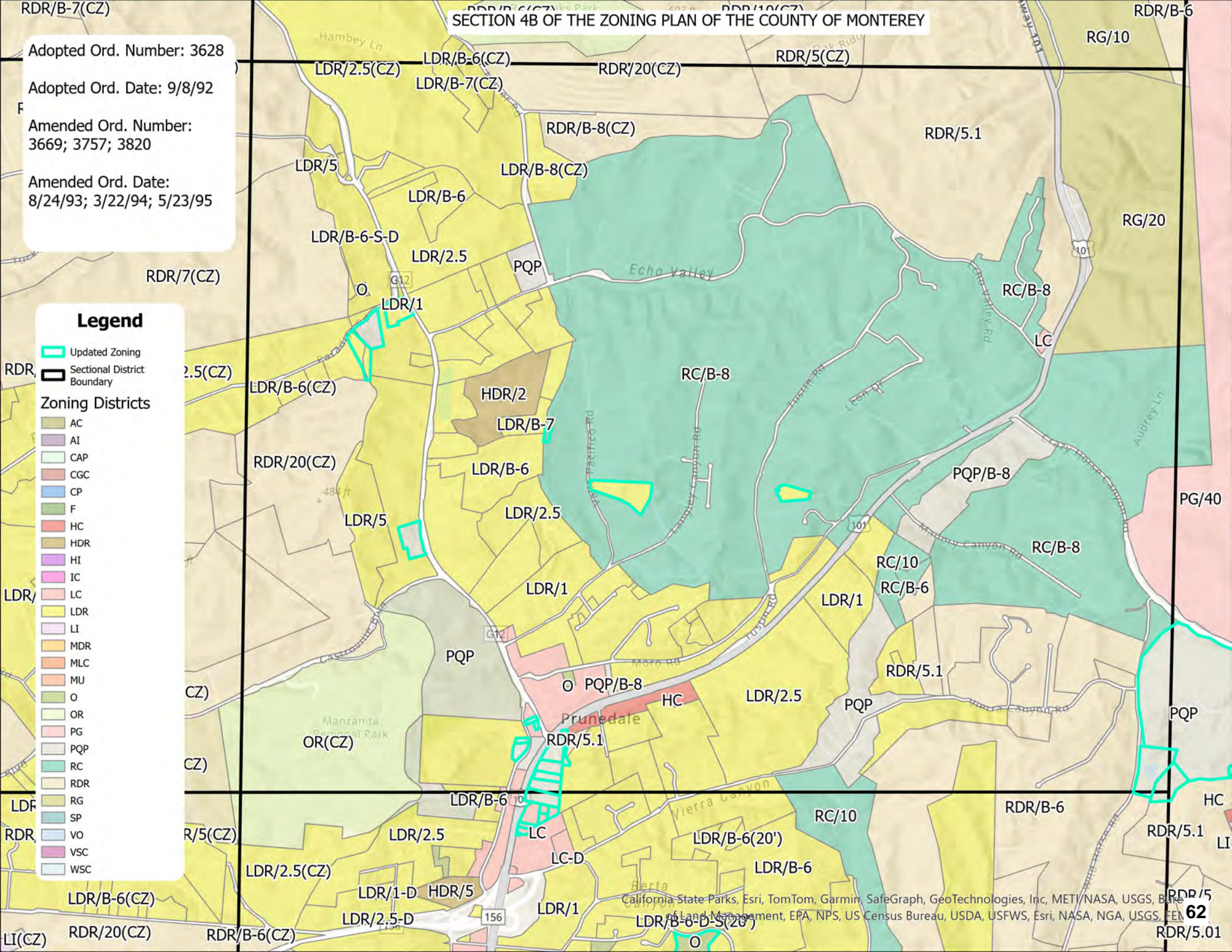
Map data provided by Esri, TomTom, Garmin, SafeGraph, GeoTechnics, and others. Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA, and others.

SECTION 4B OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3628  
 Adopted Ord. Date: 9/8/92  
 Amended Ord. Number:  
 3669; 3757; 3820  
 Amended Ord. Date:  
 8/24/93; 3/22/94; 5/23/95

**Legend**

- Updated Zoning
- Sectional District Boundary
- Zoning Districts**
- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



SECTION 4C OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number:  
3627; 3628

Adopted Ord. Date:  
9/8/92

Amended Ord. Number:  
5153

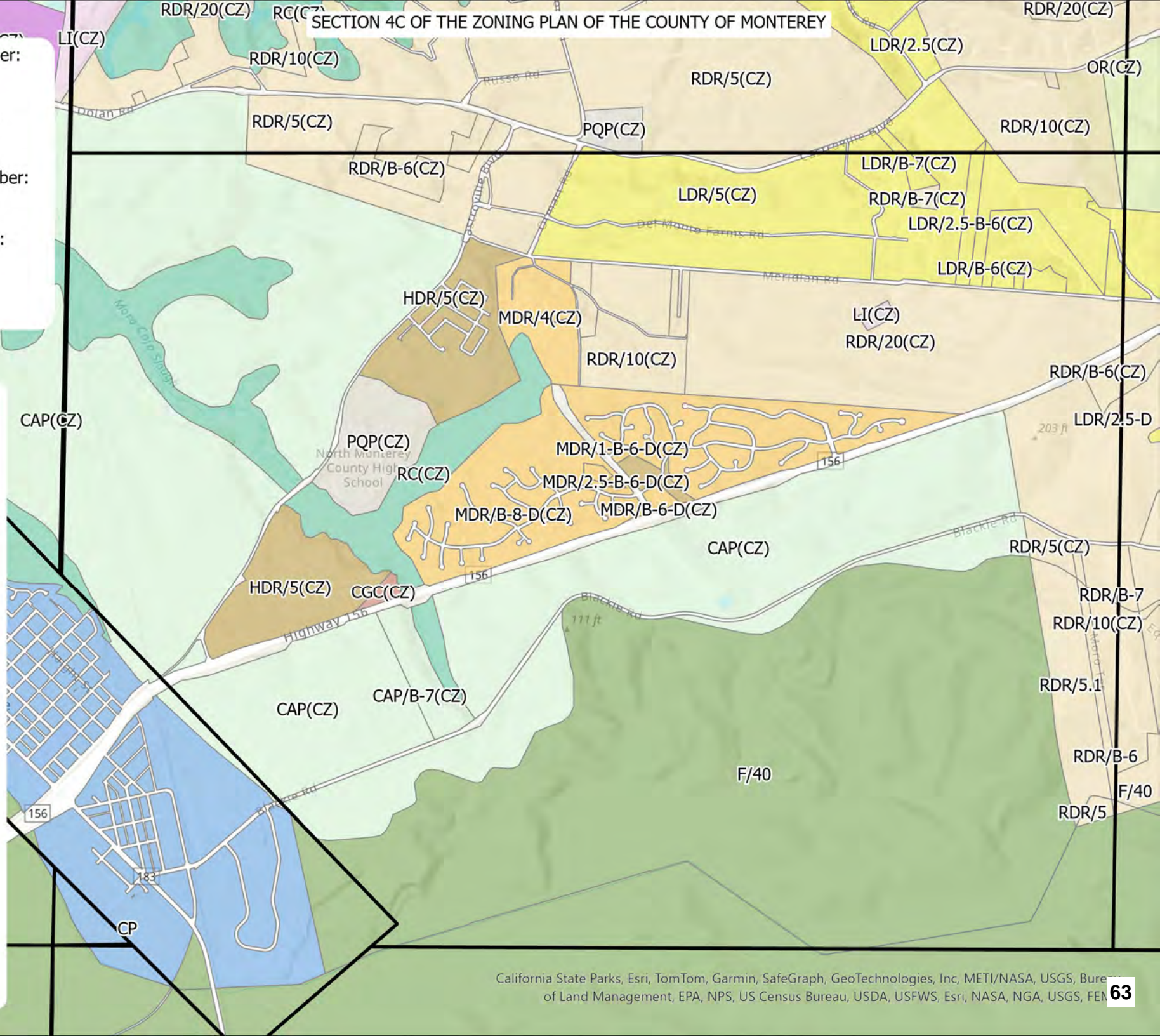
Amended Ord. Date:  
2/23/10

**Legend**

- Updated Zoning
- Sectional District Boundary

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number:  
3627; 3628

Adopted Ord. Date:  
9/8/92

Amended Ord. Number:  
3791; 3761; 3820;  
3822; 3966; 3917;  
3968; 5010

Amended Ord. Date:  
11/22/94; 5/3/94;  
5/23/95; 6/27/95;  
3/10/98; 5/13/97;  
4/14/98; 11/7/05

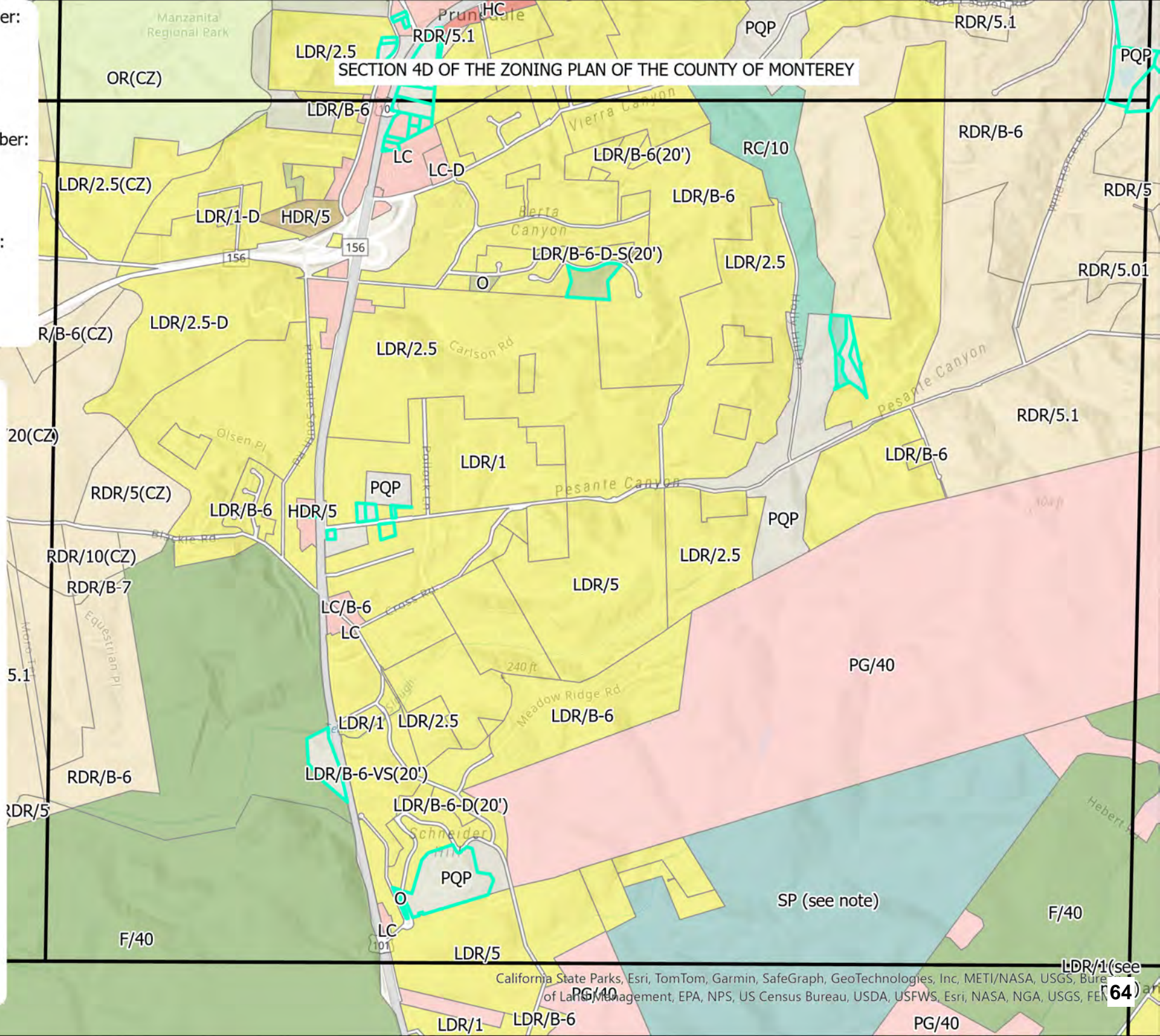
SECTION 4D OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Legend

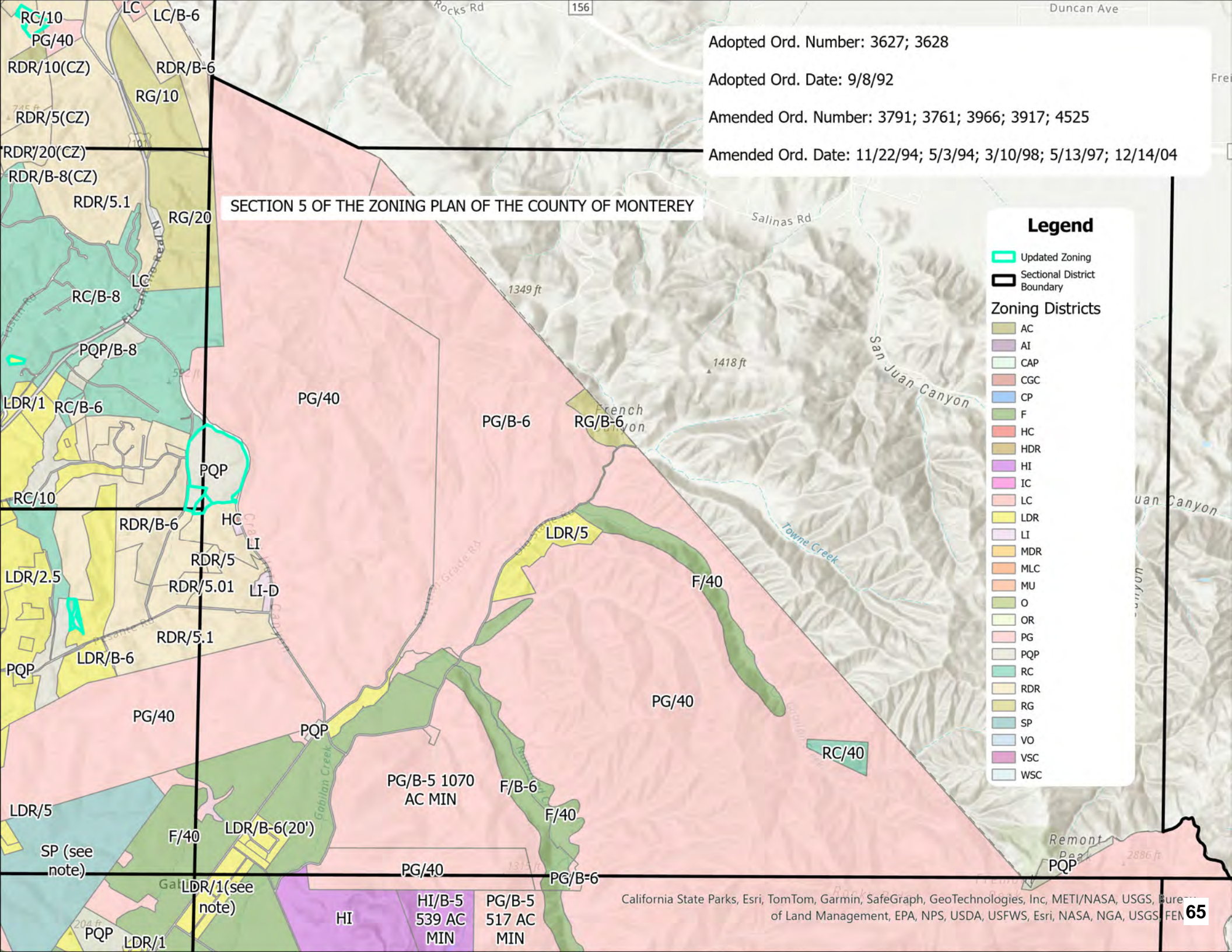
- Updated Zoning
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
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- O
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- WSC







SECTION 6 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY





























Adopted Ord. Number: 3627; 3628

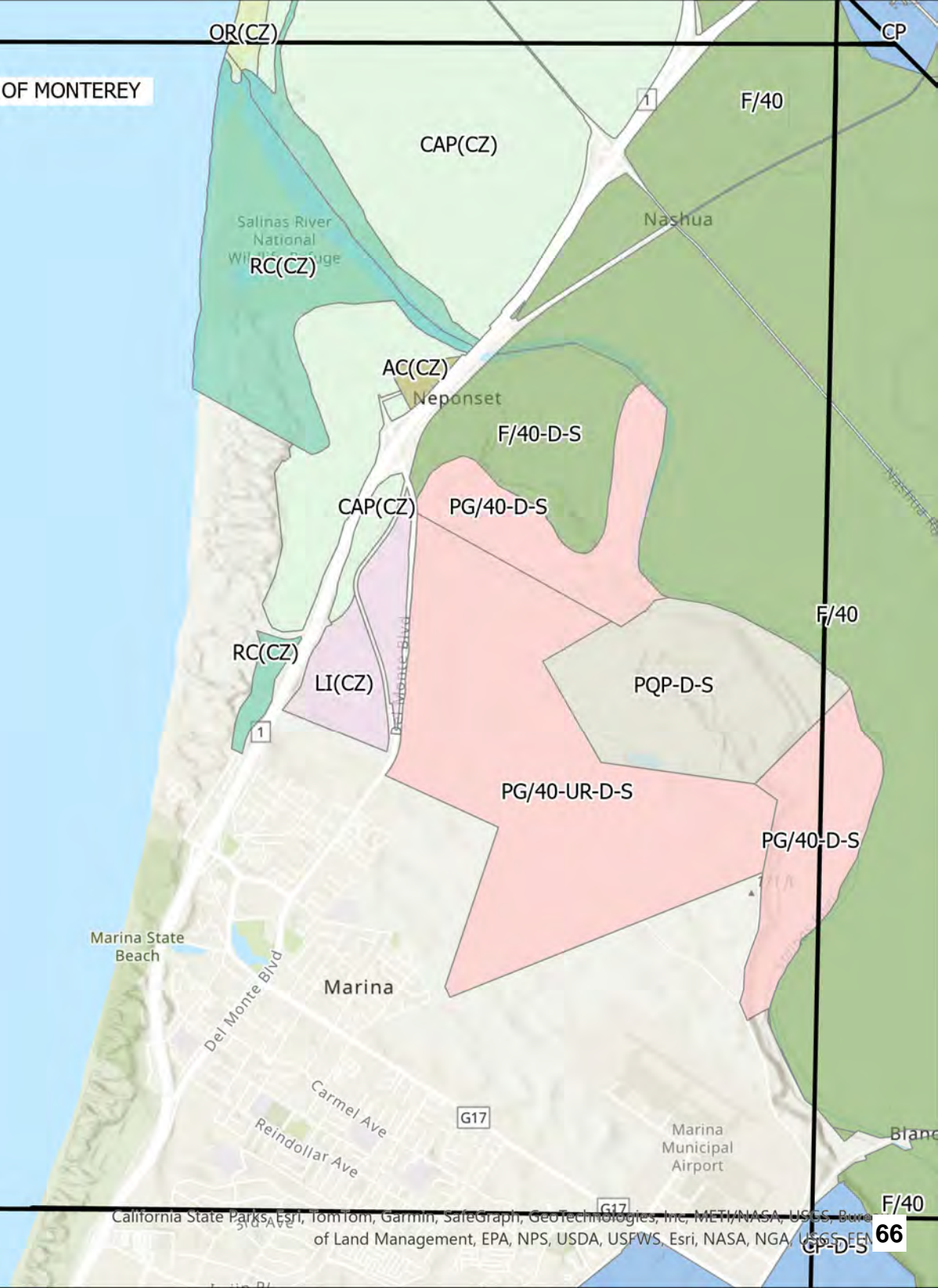
Adopted Ord. Date: 9/8/92

Amended Ord. Number: 3695

Amended Ord. Date: 7/20/93

**Legend**

- |   |   |
|---|---|
|  Updated Zoning              |  LI    |
|  Sectional District Boundary |  MDR   |
| <b>Zoning Districts</b>   |  MLC   |
|  AC                        |  O   |
|  AI                        |  OR  |
|  CAP                       |  PG  |
|  CGC                       |  PQP |
|  CP                        |  RC  |
|  F                         |  RDR |
|  HC                        |  RG  |
|  HDR                       |  SP  |
|  HI                        |  VO  |
|  IC                        |  VSC |
|  LC                        |  WSC |
|  LDR                       |   |



Adopted Ord. Number:  
3627; 3628


Adopted Ord. Date: 9/8/92

Amended Ord. Number:  
3695; 3764; 3791; 3761;  
5010; 5021

Amended Ord. Date:  
7/20/93; 5/31/94; 11/22/94;  
5/3/94; 11/7/05; 3/28/06

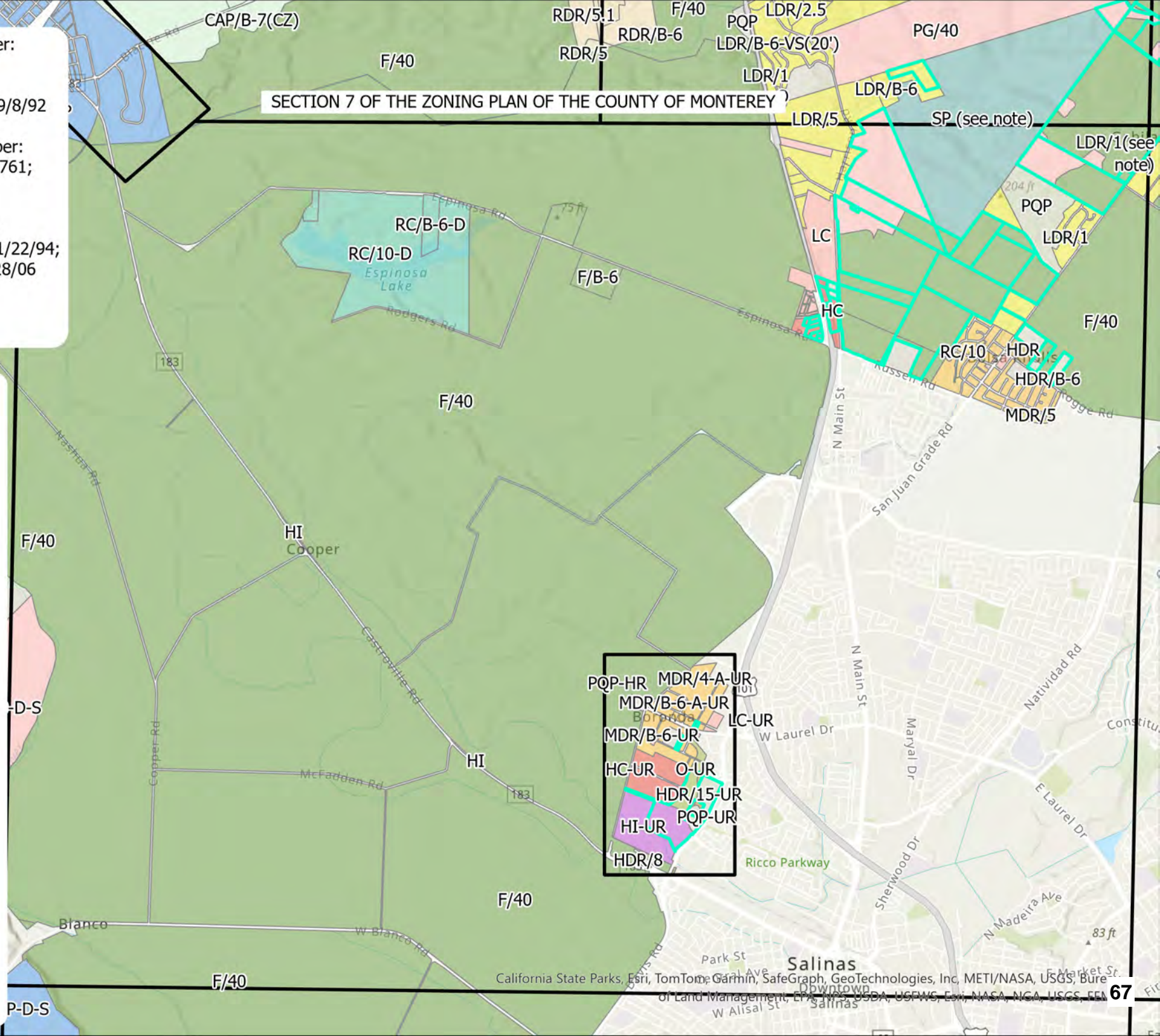
SECTION 7 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

**Legend**

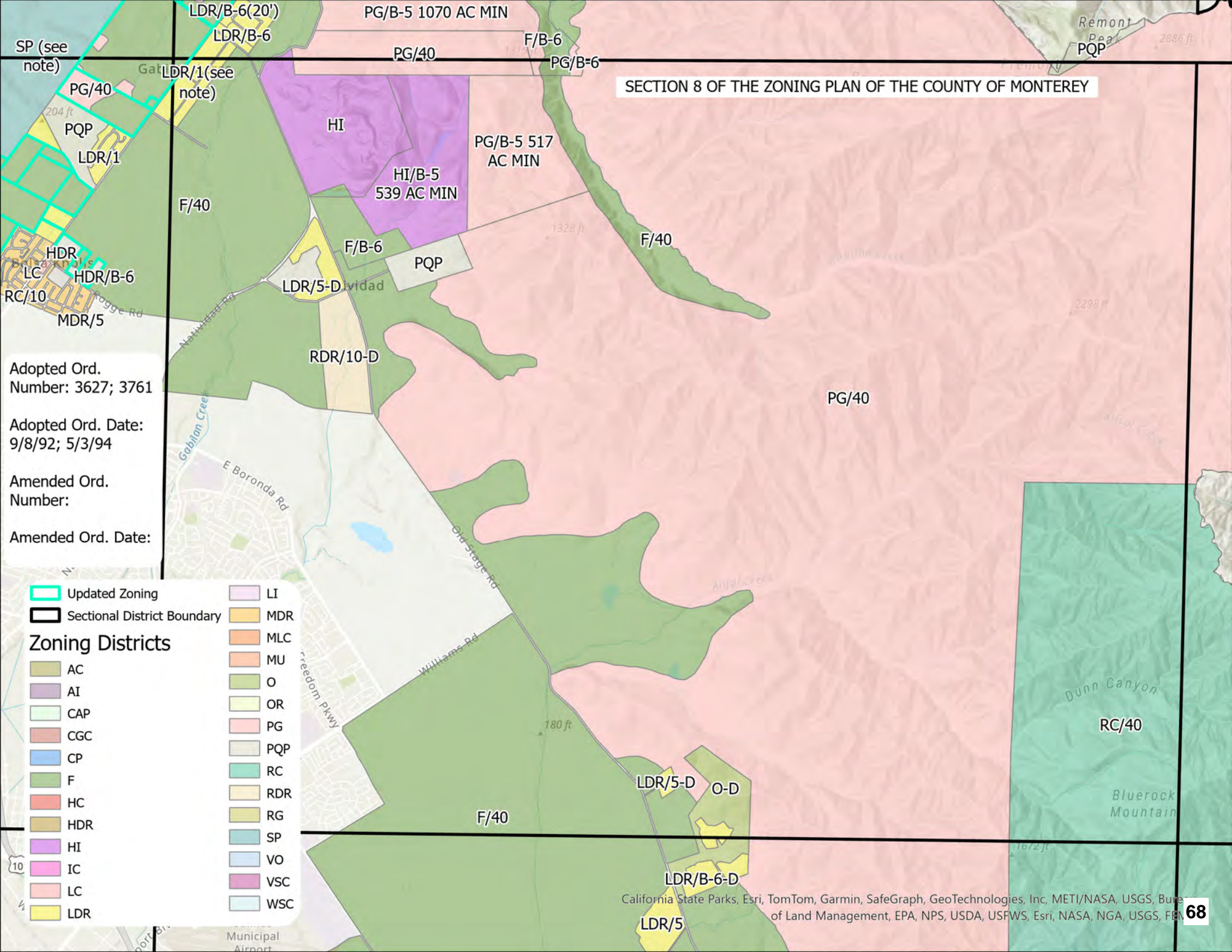
 Sectional District Boundary

**Zoning Districts**

-  AC
-  AI
-  CAP
-  CGC
-  CP
-  F
-  HC
-  HDR
-  HI
-  IC
-  LC
-  LDR
-  LI
-  MDR
-  MLC
-  MU
-  O
-  OR
-  PG
-  PQP
-  RC
-  RDR
-  RG
-  SP
-  VO
-  VSC
-  WSC
-  Updated Zoning



SECTION 8 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



Adopted Ord. Number: 3627; 3761  
 Adopted Ord. Date: 9/8/92; 5/3/94  
 Amended Ord. Number:  
 Amended Ord. Date:

Zoning Districts	
	Updated Zoning
	Sectional District Boundary
	LI
	MDR
	MLC
	MU
	O
	OR
	PG
	PQP
	RC
	RDR
	RG
	SP
	VO
	VSC
	WSC
	AC
	AI
	CAP
	CGC
	CP
	F
	HC
	HDR
	HI
	IC
	LC
	LDR

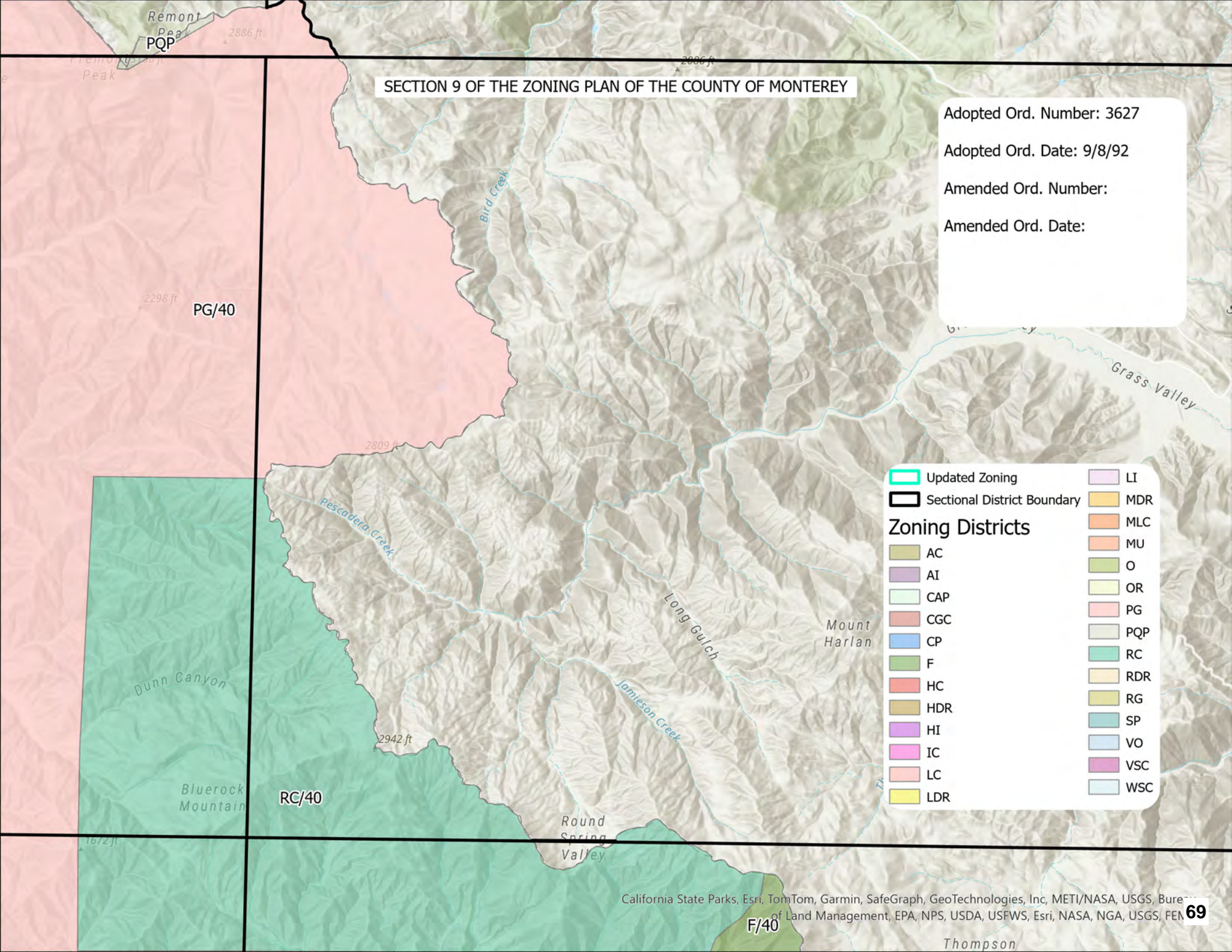
SECTION 9 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3627  
 Adopted Ord. Date: 9/8/92  
 Amended Ord. Number:  
 Amended Ord. Date:

**Updated Zoning**  
 Sectional District Boundary

**Zoning Districts**

AC	LI
AI	MDR
CAP	MLC
CGC	MU
CP	O
F	OR
HC	PG
HDR	PQP
HI	RC
IC	RDR
LC	RG
LDR	SP
	VO
	VSC
	WSC



SECTION 10 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

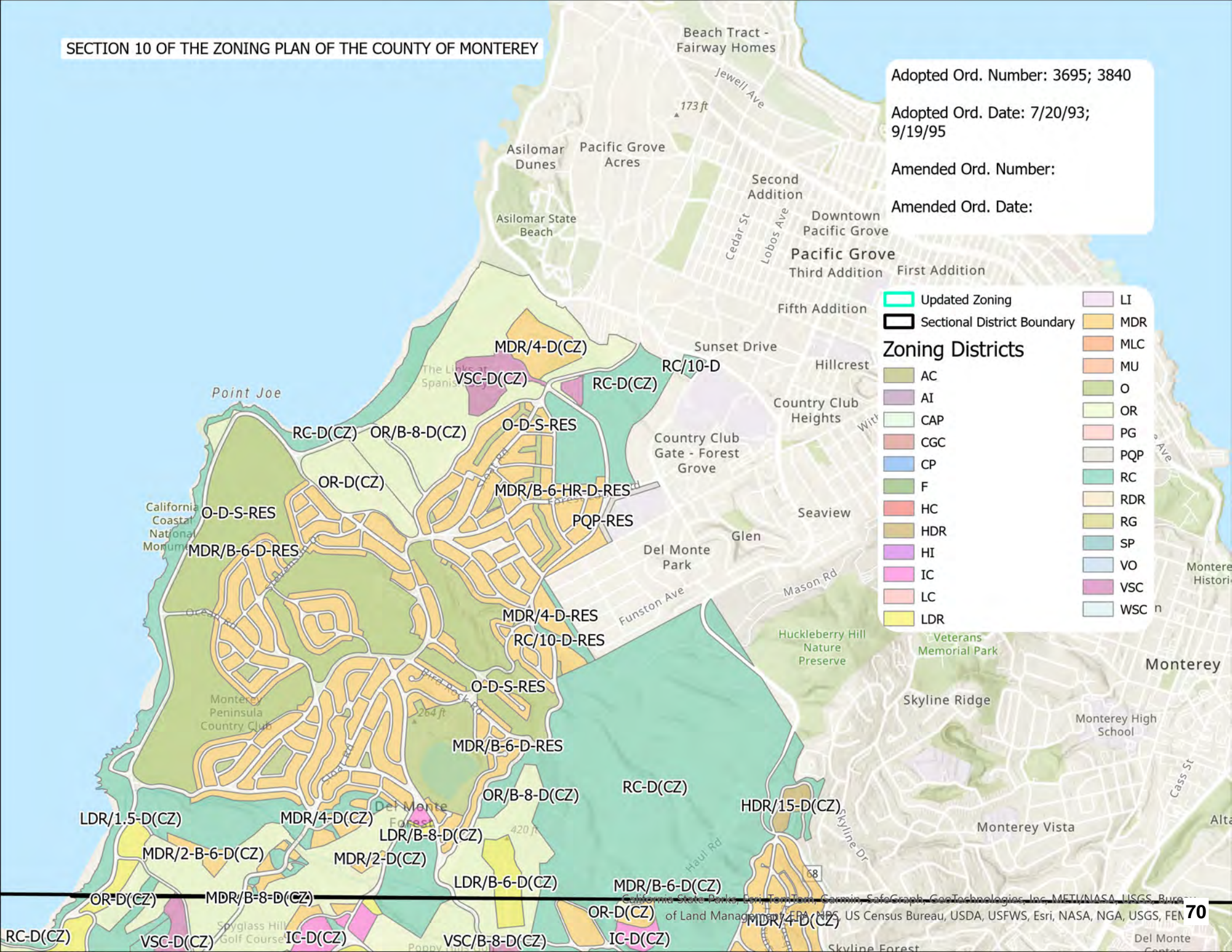
Adopted Ord. Number: 3695; 3840  
 Adopted Ord. Date: 7/20/93;  
 9/19/95  
 Amended Ord. Number:  
 Amended Ord. Date:

**Updated Zoning**  
 [Green outline] Updated Zoning

**Sectional District Boundary**  
 [Black outline] Sectional District Boundary

**Zoning Districts**

[Green] AC	[Purple] LI
[Purple] AI	[Orange] MDR
[Light Green] CAP	[Light Orange] MLC
[Red] CGC	[Light Green] O
[Blue] CP	[Light Yellow] OR
[Green] F	[Pink] PG
[Red] HC	[Light Purple] PQP
[Brown] HDR	[Teal] RC
[Purple] HI	[Light Orange] RDR
[Pink] IC	[Light Green] RG
[Light Pink] LC	[Teal] SP
[Yellow] LDR	[Light Blue] VO
	[Purple] VSC
	[Light Blue] WSC n
































SECTION 11 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

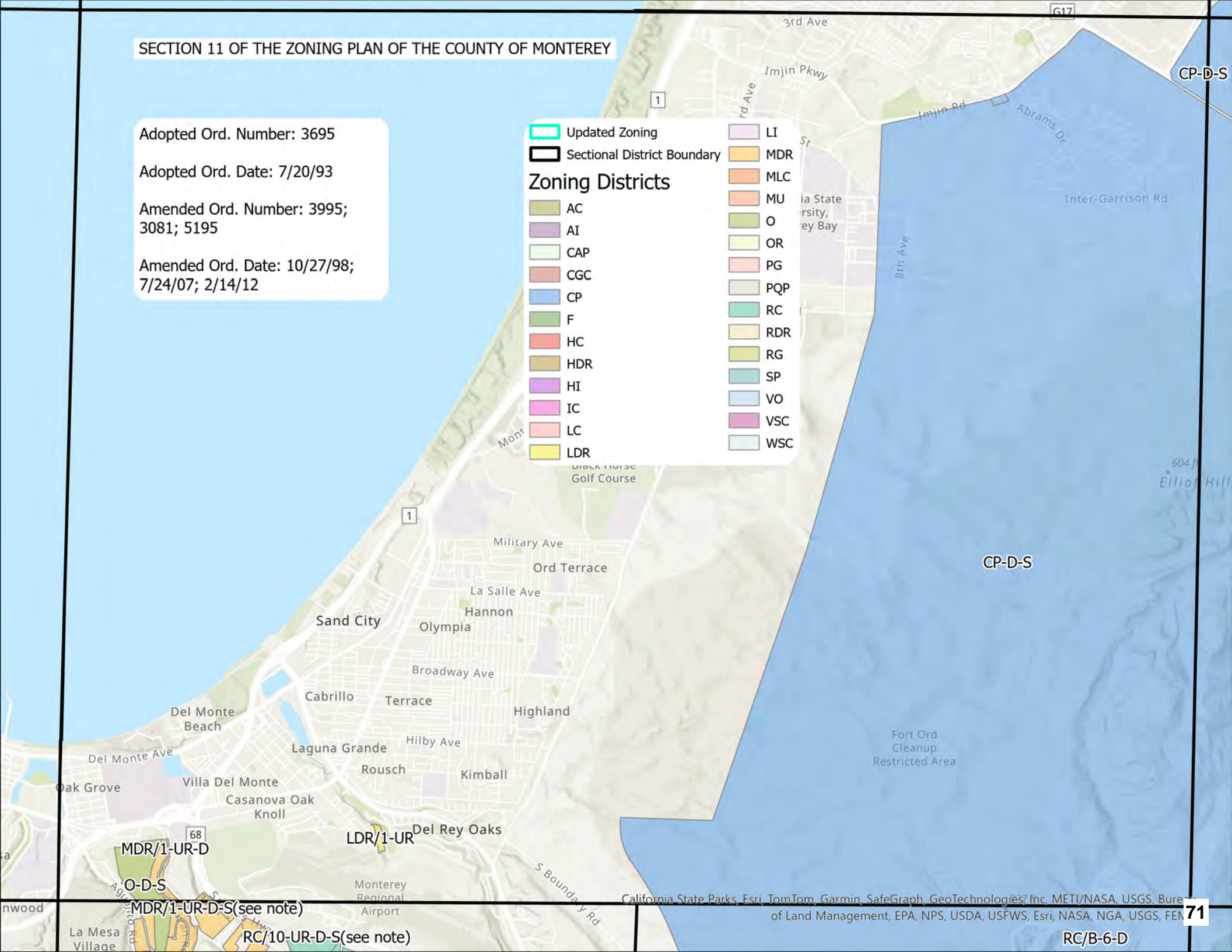
Adopted Ord. Number: 3695

Adopted Ord. Date: 7/20/93

Amended Ord. Number: 3995;  
3081; 5195

Amended Ord. Date: 10/27/98;  
7/24/07; 2/14/12

	Updated Zoning		LI
	Sectional District Boundary		MDR
<b>Zoning Districts</b>			
	AC		MLC
	AI		MU
	CAP		O
	CGC		OR
	CP		PG
	F		PQP
	HC		RC
	HDR		RDR
	HI		RG
	IC		SP
	LC		VO
	LDR		VSC
			WSC



SECTION 12 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

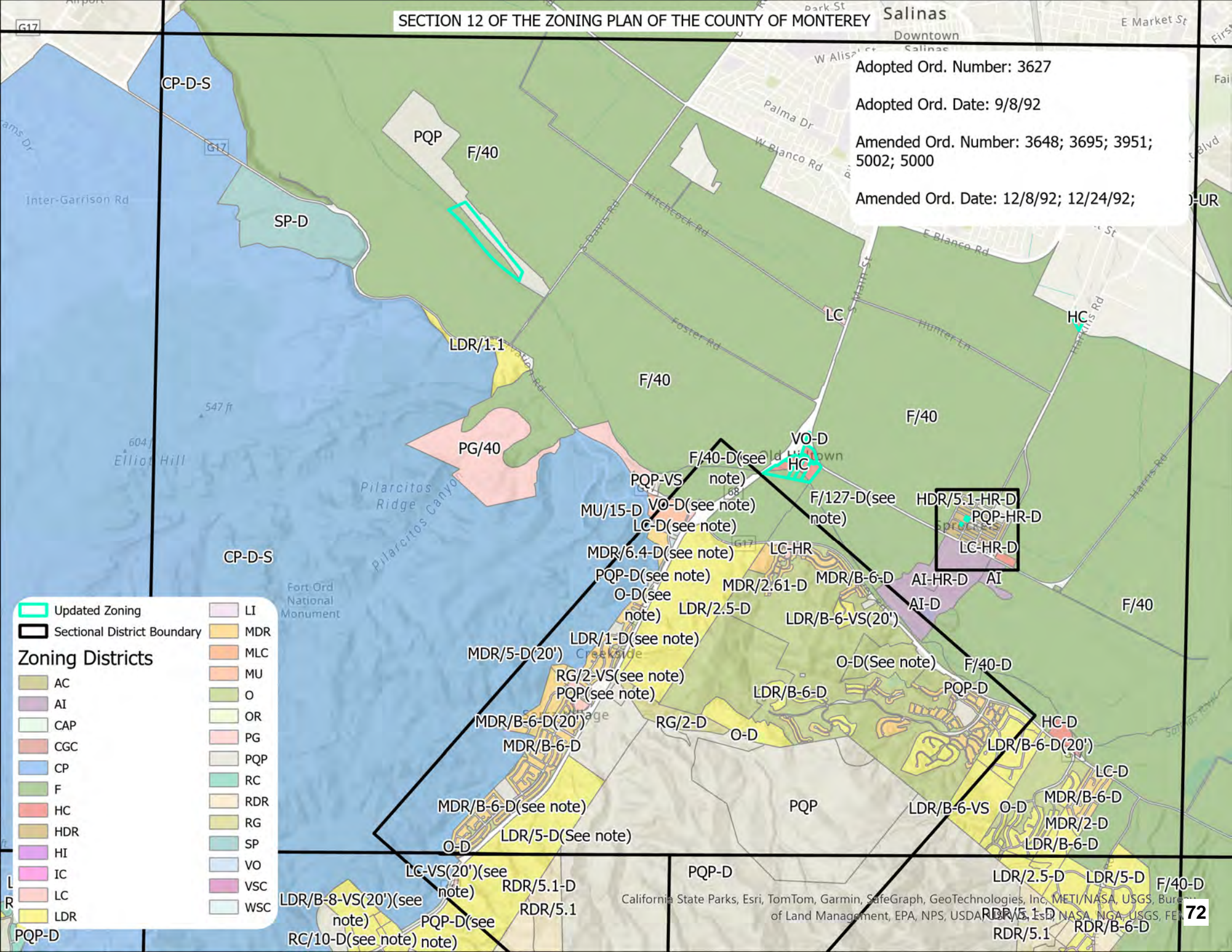
Adopted Ord. Number: 3627  
 Adopted Ord. Date: 9/8/92  
 Amended Ord. Number: 3648; 3695; 3951;  
 5002; 5000  
 Amended Ord. Date: 12/8/92; 12/24/92;

**Updated Zoning**

**Sectional District Boundary**

**Zoning Districts**

AC	LI
AI	MDR
CAP	MLC
CGC	MU
CP	O
F	OR
HC	PG
HDR	PQP
HI	RC
IC	RDR
LC	RG
LDR	SP
PQP-D	VO
	VSC
	WSC





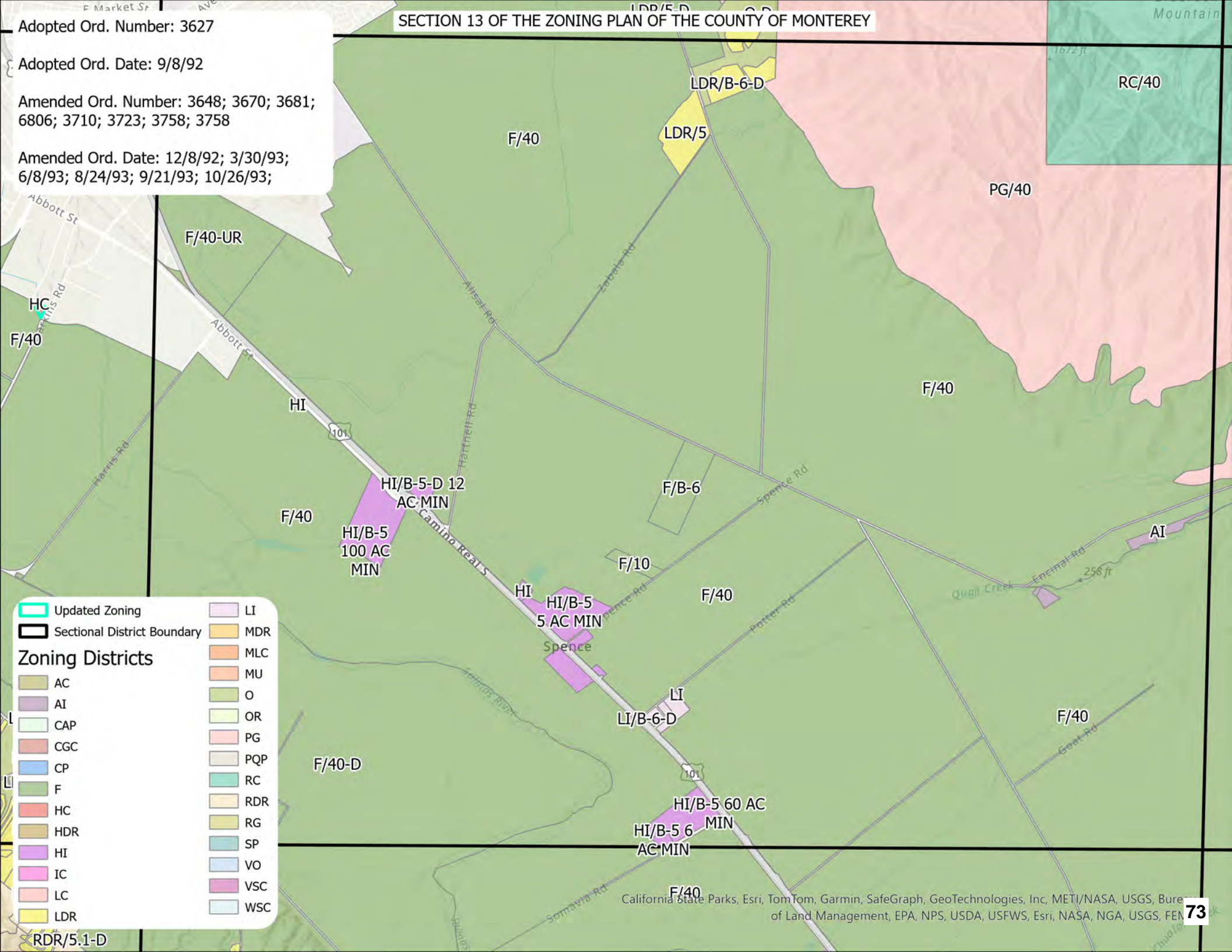
Adopted Ord. Number: 3627

Adopted Ord. Date: 9/8/92

Amended Ord. Number: 3648; 3670; 3681;  
6806; 3710; 3723; 3758; 3758

Amended Ord. Date: 12/8/92; 3/30/93;  
6/8/93; 8/24/93; 9/21/93; 10/26/93;

SECTION 13 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



**Updated Zoning**

**Sectional District Boundary**

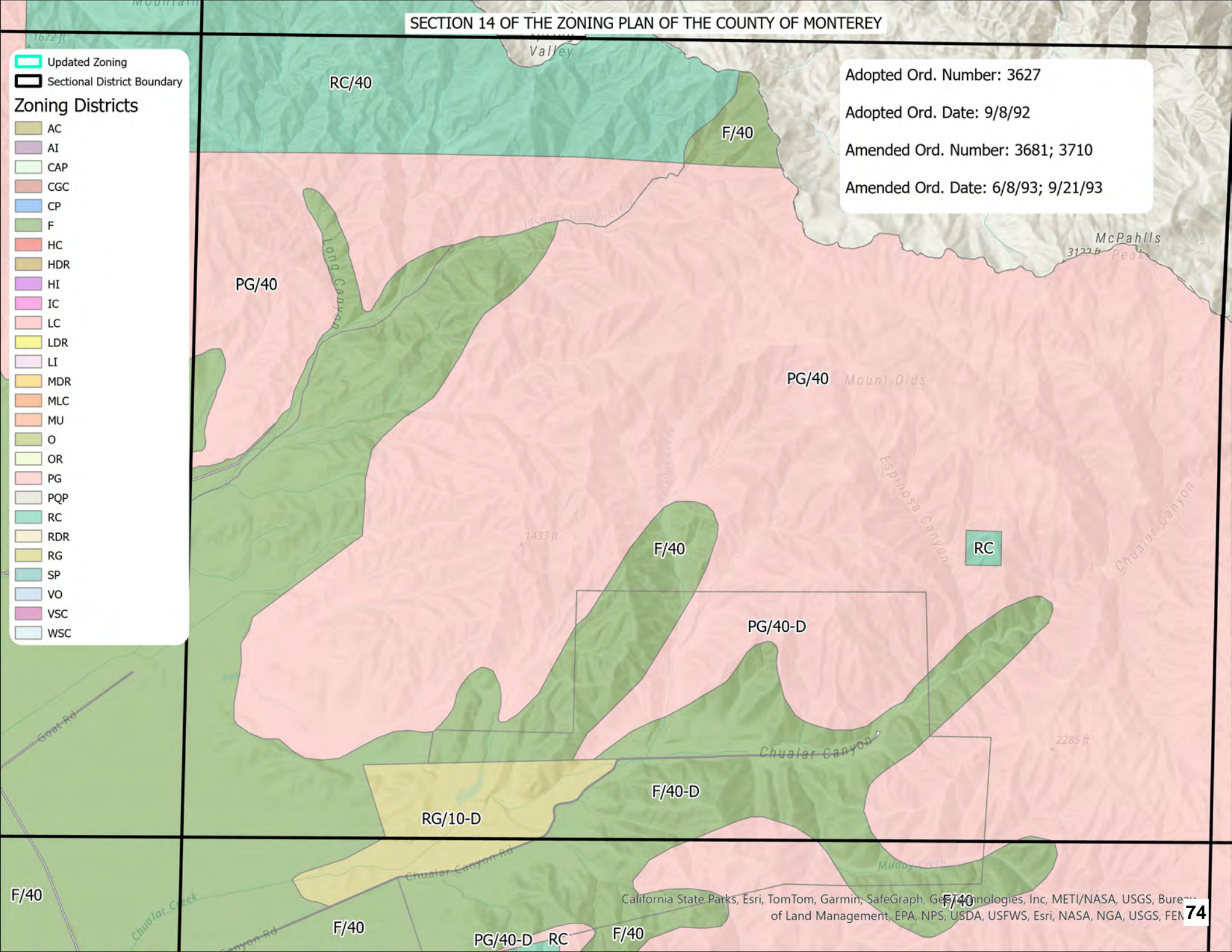
**Zoning Districts**

LI	AI
MDR	OR
MLC	PG
MU	PQP
O	RC
AC	RDR
AI	RG
CAP	SP
CGC	VO
CP	VSC
F	WSC
HC	
HDR	
HI	
IC	
LC	
LDR	

SECTION 14 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

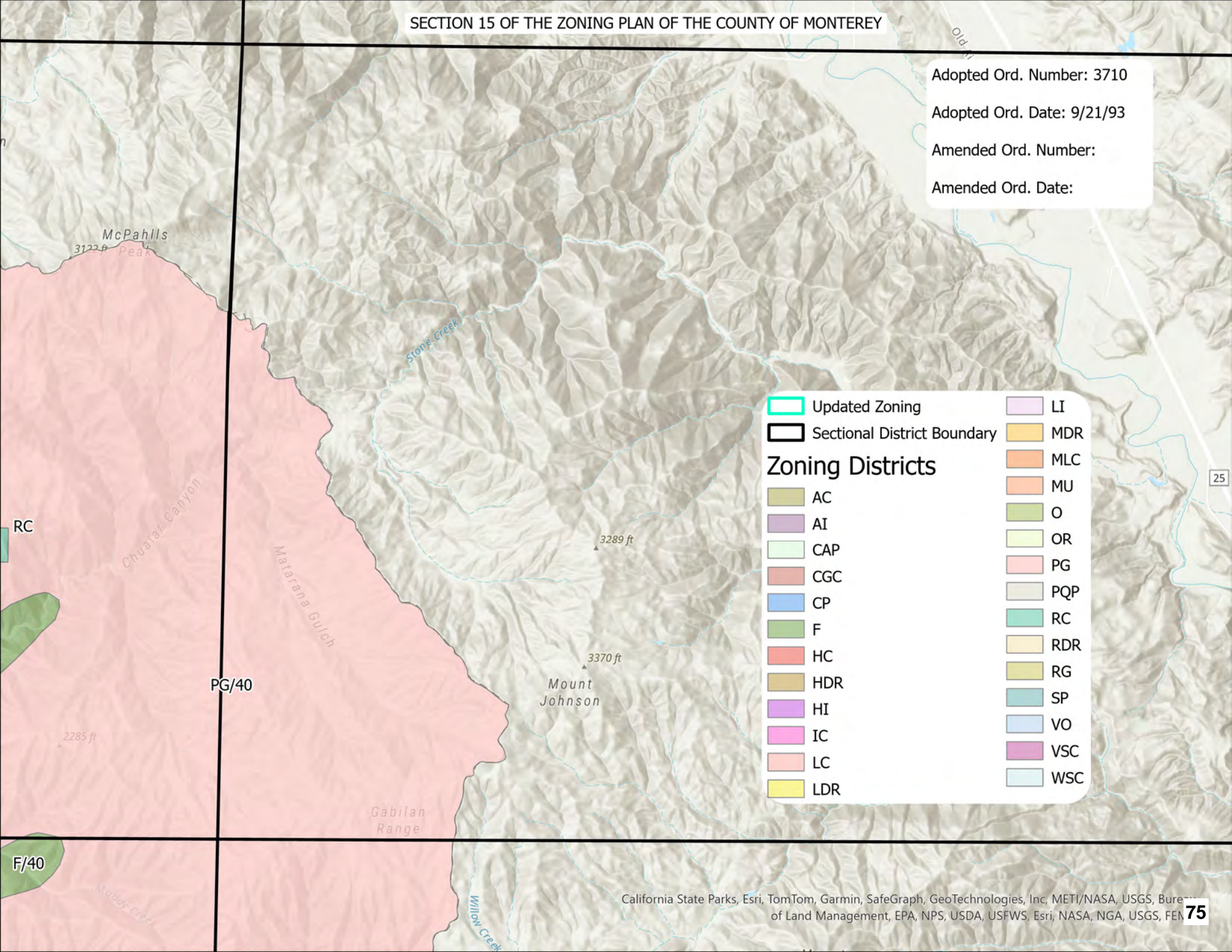
Adopted Ord. Number: 3627  
 Adopted Ord. Date: 9/8/92  
 Amended Ord. Number: 3681; 3710  
 Amended Ord. Date: 6/8/93; 9/21/93

- Updated Zoning**  
**Sectional District Boundary**
- Zoning Districts**
- AC
  - AI
  - CAP
  - CGC
  - CP
  - F
  - HC
  - HDR
  - HI
  - IC
  - LC
  - LDR
  - LI
  - MDR
  - MLC
  - MU
  - O
  - OR
  - PG
  - PQP
  - RC
  - RDR
  - RG
  - SP
  - VO
  - VSC
  - WSC



SECTION 15 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number:  
 Amended Ord. Date:



**Updated Zoning**

**Sectional District Boundary**

**Zoning Districts**

AC	LI
AI	MDR
CAP	MLC
CGC	MU
CP	O
F	OR
HC	PG
HDR	PQP
HI	RC
IC	RDR
LC	RG
LDR	SP
	VO
	VSC
	WSC






























SECTION 16 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

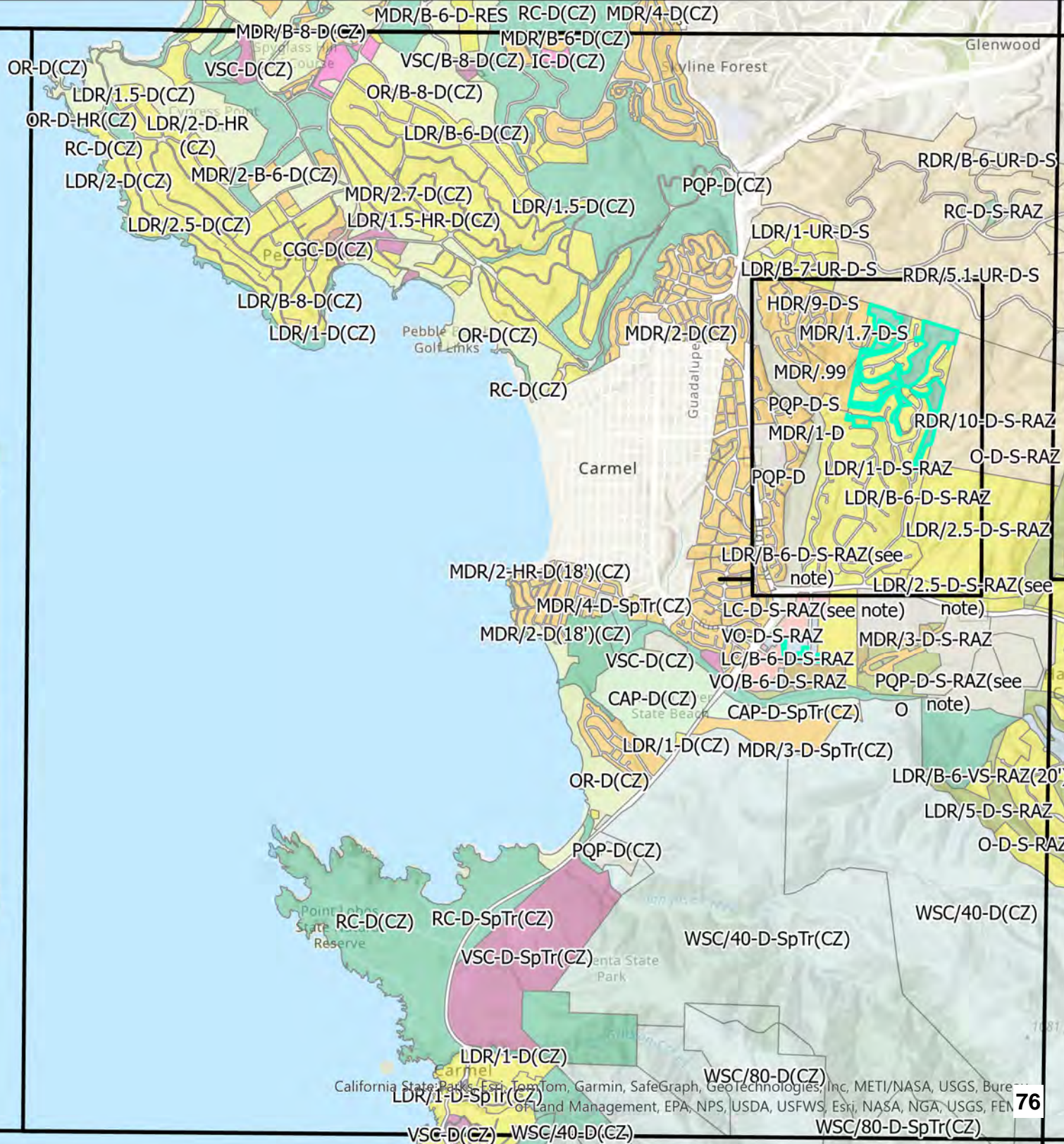
Adopted Ord. Number: 3695

Adopted Ord. Date: 7/20/93

Amended Ord. Number: 5060; 5360

Amended Ord. Date: 3/13/07;  
7/27/21

	Updated Zoning		LI
	Sectional District Boundary		MDR
<b>Zoning Districts</b>			
	AC		MLC
	AI		MU
	CAP		O
	CGC		OR
	CP		PG
	F		PQP
	HC		RC
	HDR		RDR
	HI		RG
	IC		SP
	LC		VO
	LDR		VSC
			WSC



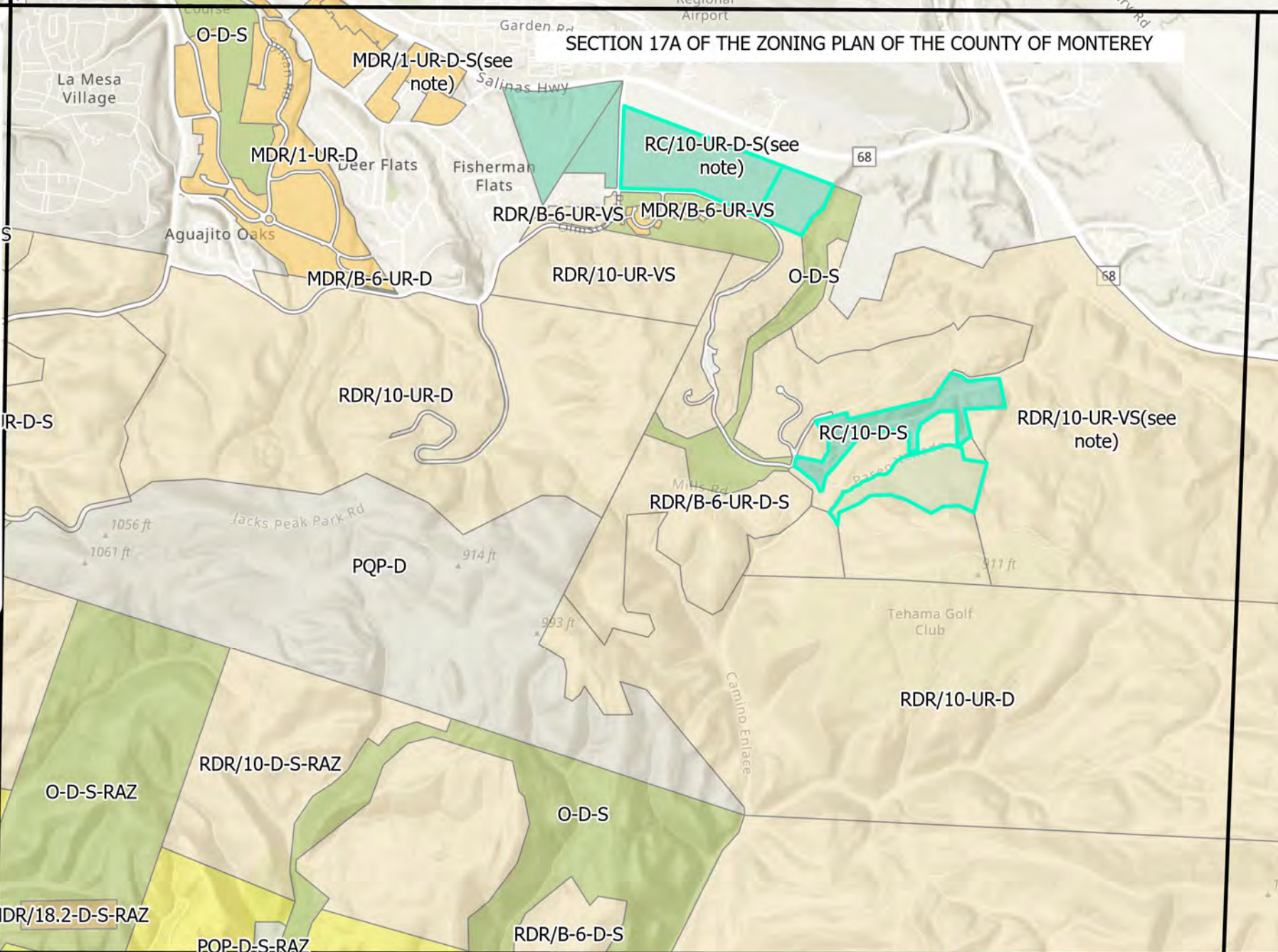
SECTION 17A OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number:  
3648

Adopted Ord. Date:  
12/8/92

Amended Ord.  
Number: 3661; 3647;  
3695; 3697; 3754;  
3775; 3812; 3864;  
3832; 3887; 3888;  
3903; 3995; 02-066;  
5047; 5055; 5062;  
5360; 5400

Amended Ord. Date:  
2/2/93; 7/20/93;  
7/26/94; 8/24/93;  
3/15/94; 2/14/95;  
8/22/95; 3/19/96;  
9/24/96; 10/1/96;  
12/10/96; 10/27/98;  
11/13/02; 11/14/06;  
12/19/06; 3/27/07;  
7/27/21; 3/21/23



LDR/B-6-D-S-RAZ

LDR/2.5-D-S-RAZ

HDR/18.2-D-S-RAZ

PQP-D-S-RAZ

RDR/B-6-D-S

LDR/2.5-D-S-RAZ

Zoning Districts

- Updated Zoning
- Sectional District Boundary
- CP
- F
- LI
- MDR
- RC
- HC
- MLC
- RDR
- HI
- MU
- RG
- O
- SP
- VO
- VSC
- WSC
- AI
- IC
- PG
- PQP
- CAP
- LC
- O-D-S
- AC
- AI
- O-D-S-RAZ
- HDR
- RDR/10-D-S-RAZ
- RDR/10-UR-D
- RDR/10-UR-VS
- RDR/10-UR-VS(see note)
- RDR/B-6-UR-D
- RDR/B-6-UR-D-S
- RDR/B-6-UR-VS
- RDR/B-6-UR-VS(see note)
- RC/10-D-S
- RC/10-UR-D-S(see note)
- O-D-S
- O-D-S-RAZ
- PQP-D
- PQP-D-S
- Tehama Golf Club
- LDR
- LDR/2.5-D-S-RAZ
- HDR/18.2-D-S-RAZ
- PQP-D-S-RAZ
- RDR/B-6-D-S
- RDR/10-D-S-RAZ

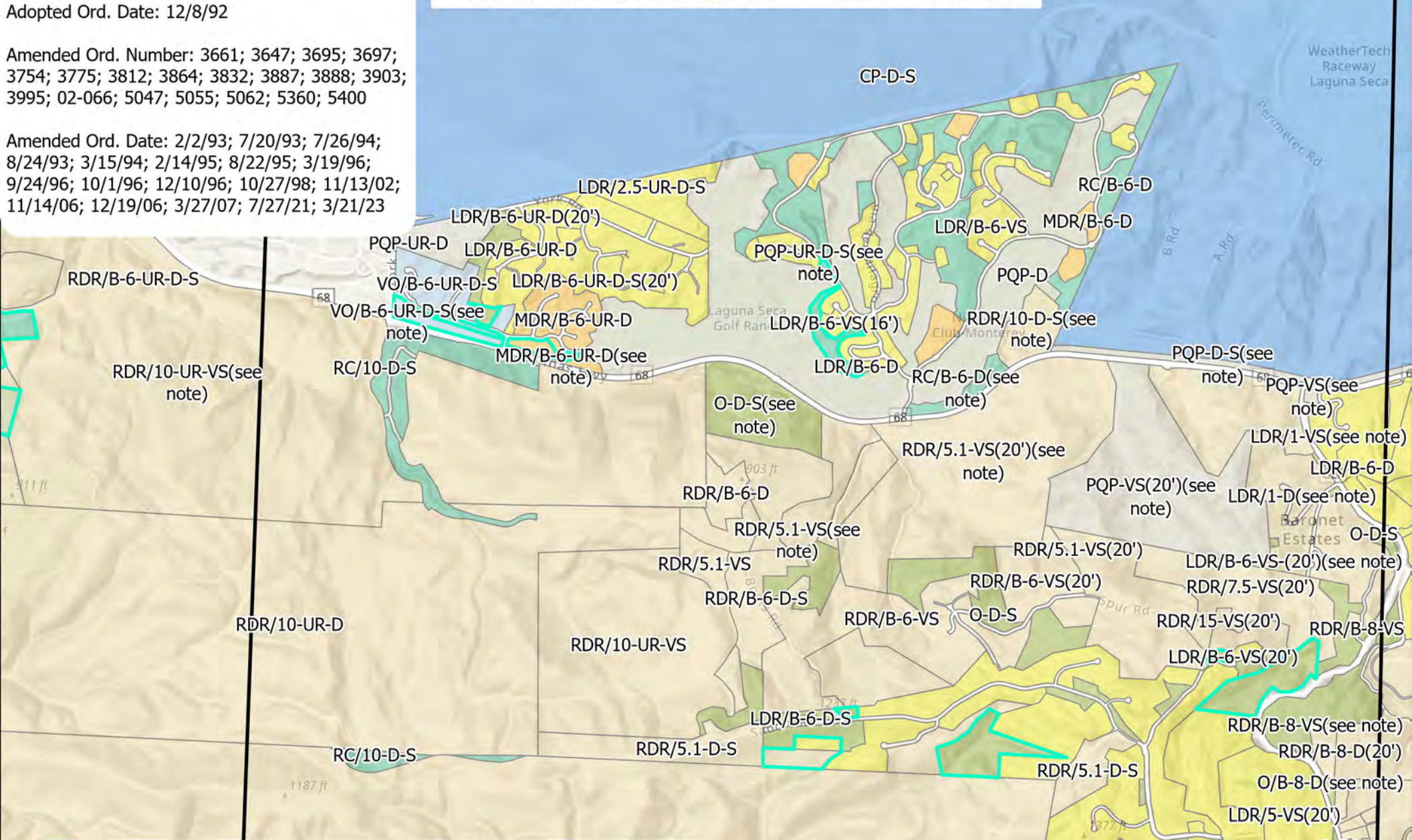
Adopted Ord. Number: 3648

Adopted Ord. Date: 12/8/92

Amended Ord. Number: 3661; 3647; 3695; 3697; 3754; 3775; 3812; 3864; 3832; 3887; 3888; 3903; 3995; 02-066; 5047; 5055; 5062; 5360; 5400

Amended Ord. Date: 2/2/93; 7/20/93; 7/26/94; 8/24/93; 3/15/94; 2/14/95; 8/22/95; 3/19/96; 9/24/96; 10/1/96; 12/10/96; 10/27/98; 11/13/02; 11/14/06; 12/19/06; 3/27/07; 7/27/21; 3/21/23

SECTION 17B OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



Updated Zoning	CP	LI	RC
Sectional District Boundary	F	MDR	RDR
<b>Zoning Districts</b>	HC	MLC	RG
AC	HDR	MU	SP
AI	HI	O	VO
CAP	IC	OR	VSC
CGC	LC	PG	WSC
	LDR	PQP	

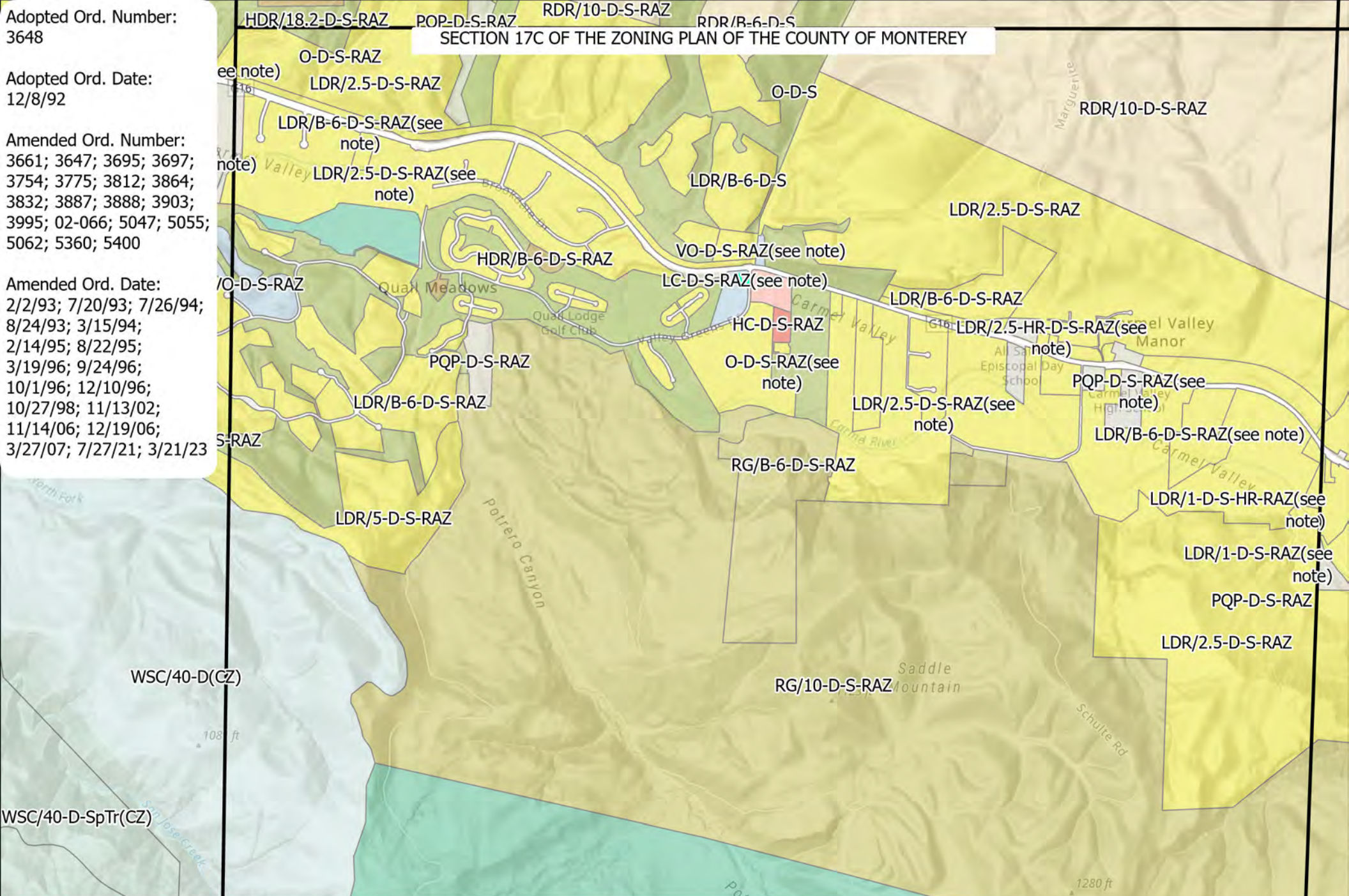
Adopted Ord. Number:  
3648

Adopted Ord. Date:  
12/8/92

Amended Ord. Number:  
3661; 3647; 3695; 3697;  
3754; 3775; 3812; 3864;  
3832; 3887; 3888; 3903;  
3995; 02-066; 5047; 5055;  
5062; 5360; 5400

Amended Ord. Date:  
2/2/93; 7/20/93; 7/26/94;  
8/24/93; 3/15/94;  
2/14/95; 8/22/95;  
3/19/96; 9/24/96;  
10/1/96; 12/10/96;  
10/27/98; 11/13/02;  
11/14/06; 12/19/06;  
3/27/07; 7/27/21; 3/21/23

SECTION 17C OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



	Updated Zoning		CGC		IC		MU		RDR
	Sectional District Boundary		CP		LC		O		RG
	AC		F		LDR		OR		SP
	AI		HC		LI		PG		VO
	CAP		HDR		MDR		PQP		VSC
			HI		MLC		RC		WSC

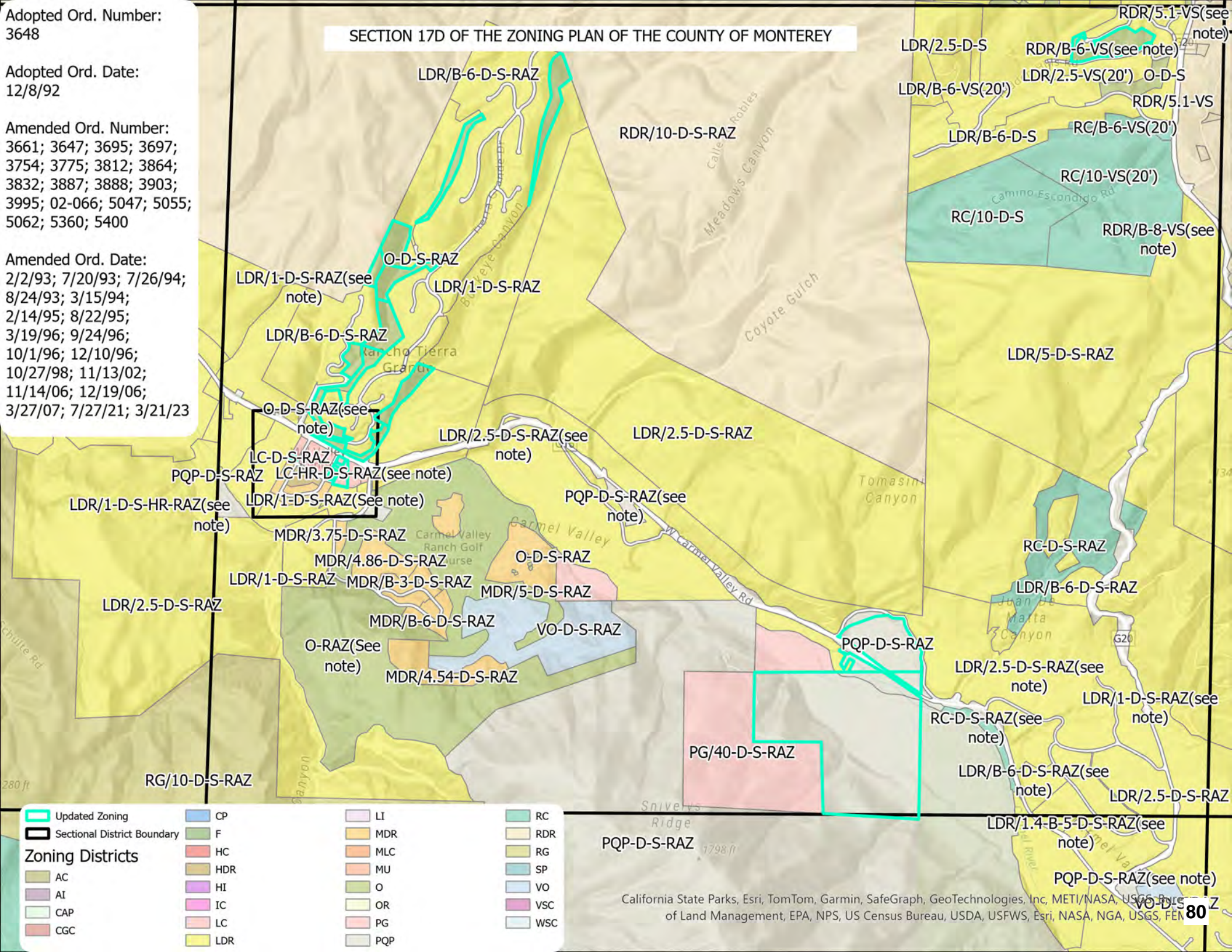
Adopted Ord. Number:  
3648

Adopted Ord. Date:  
12/8/92

Amended Ord. Number:  
3661; 3647; 3695; 3697;  
3754; 3775; 3812; 3864;  
3832; 3887; 3888; 3903;  
3995; 02-066; 5047; 5055;  
5062; 5360; 5400

Amended Ord. Date:  
2/2/93; 7/20/93; 7/26/94;  
8/24/93; 3/15/94;  
2/14/95; 8/22/95;  
3/19/96; 9/24/96;  
10/1/96; 12/10/96;  
10/27/98; 11/13/02;  
11/14/06; 12/19/06;  
3/27/07; 7/27/21; 3/21/23

SECTION 17D OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



- Zoning Districts**
- AC
  - AI
  - CAP
  - CGC
  - CP
  - F
  - HC
  - HDR
  - HI
  - IC
  - LC
  - LDR
  - LI
  - MDR
  - MLC
  - MU
  - O
  - OR
  - PG
  - PQP
  - RC
  - RDR
  - RG
  - SP
  - VO
  - VSC
  - WSC



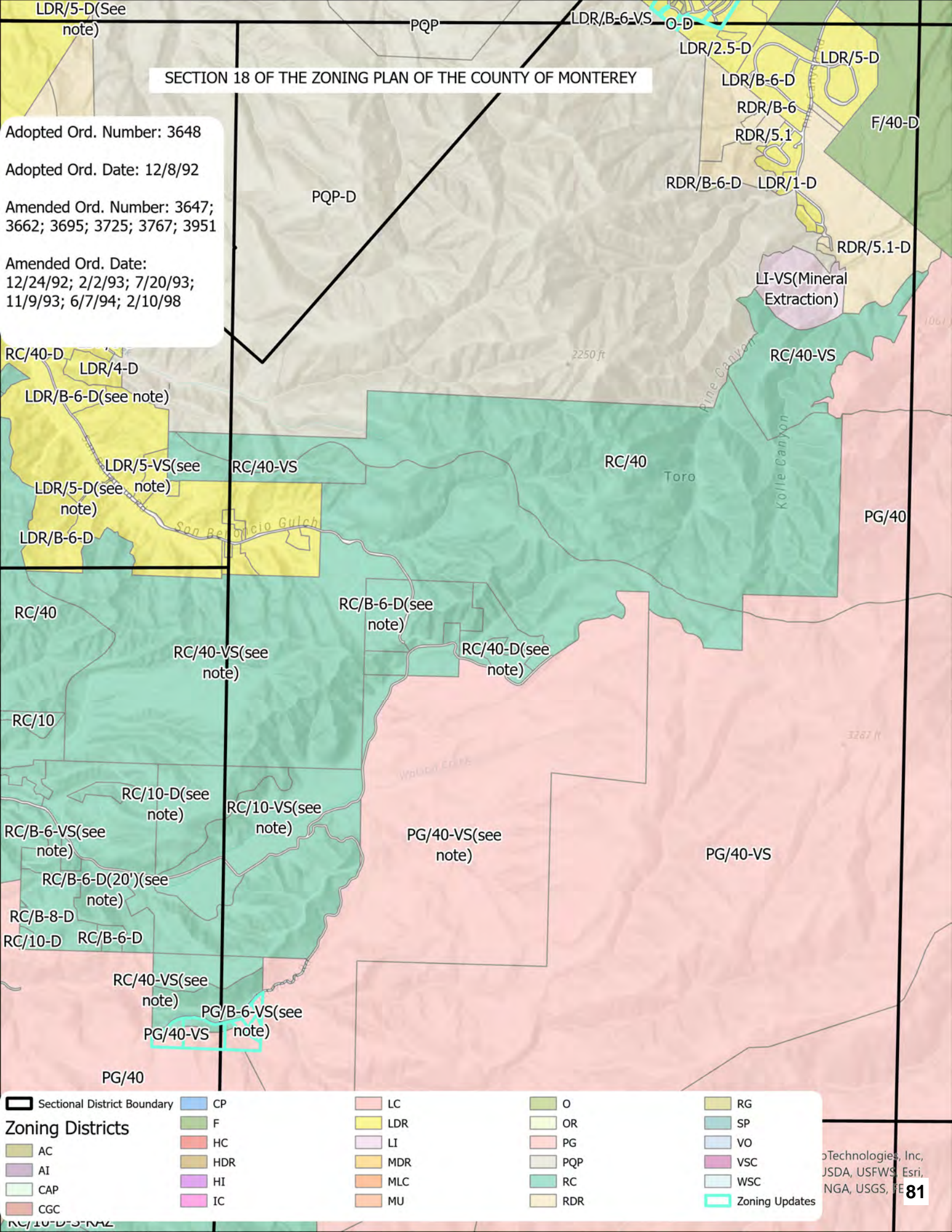
SECTION 18 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3648

Adopted Ord. Date: 12/8/92

Amended Ord. Number: 3647;  
3662; 3695; 3725; 3767; 3951

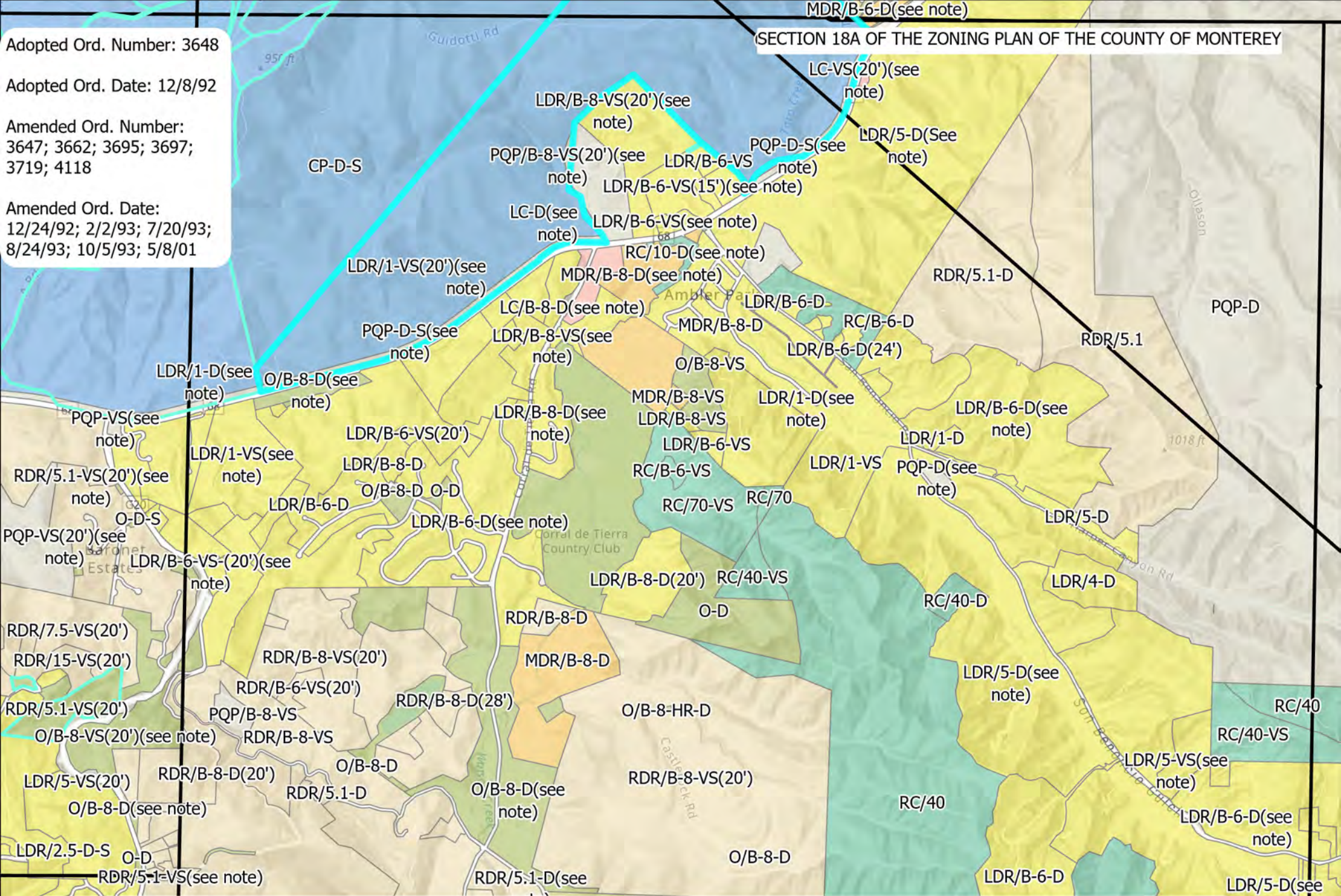
Amended Ord. Date:  
12/24/92; 2/2/93; 7/20/93;  
11/9/93; 6/7/94; 2/10/98



Sectional District Boundary	CP	LC	O	RG
<b>Zoning Districts</b>	F	LDR	OR	SP
AC	HC	LI	PG	VO
AI	HDR	MDR	PQP	VSC
CAP	HI	MLC	RC	WSC
CGC	IC	MU	RDR	Zoning Updates

SECTION 18A OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

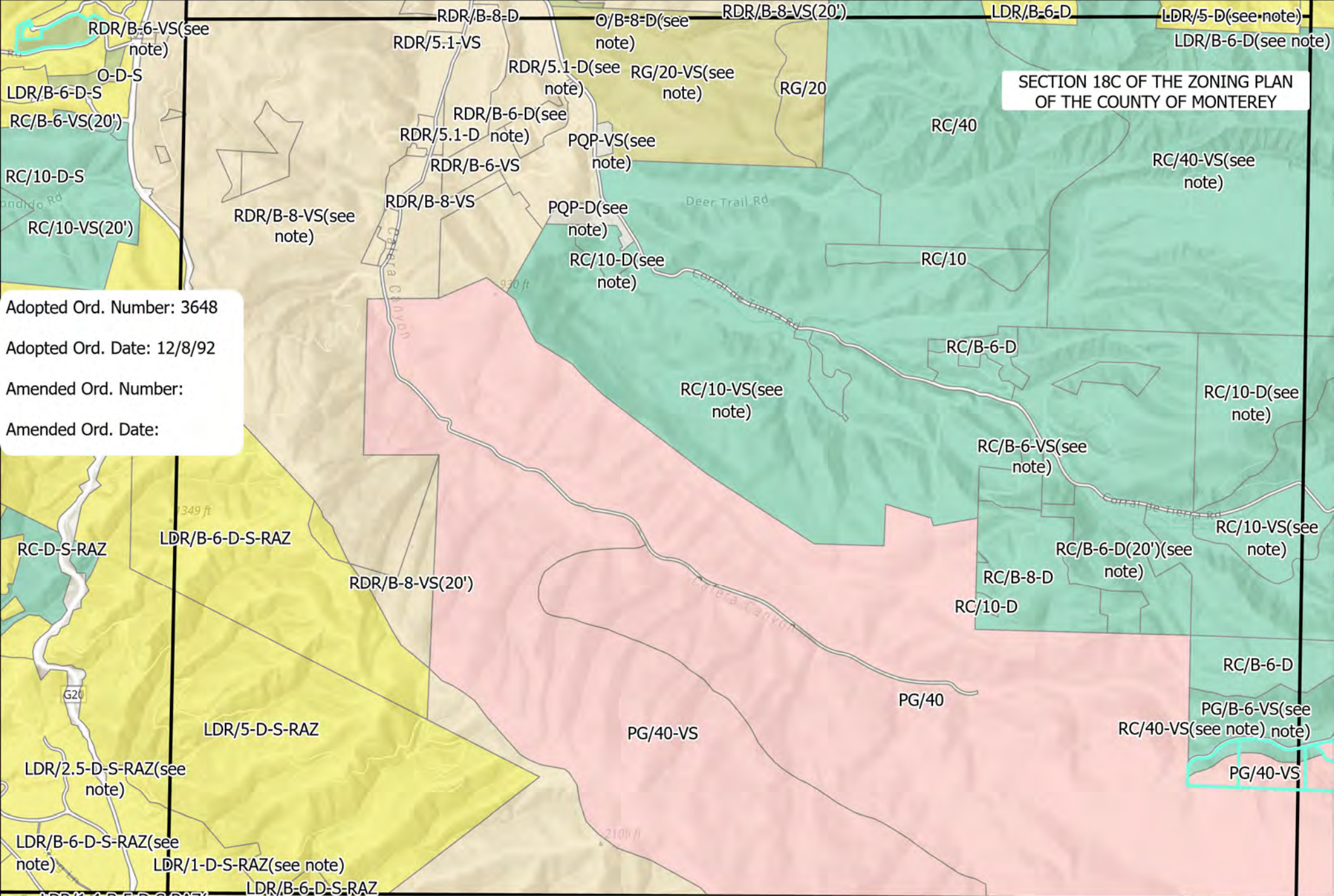
Adopted Ord. Number: 3648  
 Adopted Ord. Date: 12/8/92  
 Amended Ord. Number:  
 3647; 3662; 3695; 3697;  
 3719; 4118  
 Amended Ord. Date:  
 12/24/92; 2/2/93; 7/20/93;  
 8/24/93; 10/5/93; 5/8/01



**Legend**

<p>— Zoning Updates</p> <p>— Sectional District Boundary</p> <p><b>Zoning Districts</b></p> <ul style="list-style-type: none"> <li>AC</li> <li>AI</li> <li>CAP</li> </ul>	<ul style="list-style-type: none"> <li>CGC</li> <li>CP</li> <li>F</li> <li>HC</li> <li>HDR</li> </ul>	<ul style="list-style-type: none"> <li>HI</li> <li>IC</li> <li>LC</li> <li>LDR</li> <li>LI</li> </ul>	<ul style="list-style-type: none"> <li>MDR</li> <li>MLC</li> <li>MU</li> <li>O</li> <li>OR</li> </ul>	<ul style="list-style-type: none"> <li>PG</li> <li>PQP</li> <li>RC</li> <li>RDR</li> <li>RG</li> </ul>	<ul style="list-style-type: none"> <li>SP</li> <li>VO</li> <li>VSC</li> <li>WSC</li> </ul>
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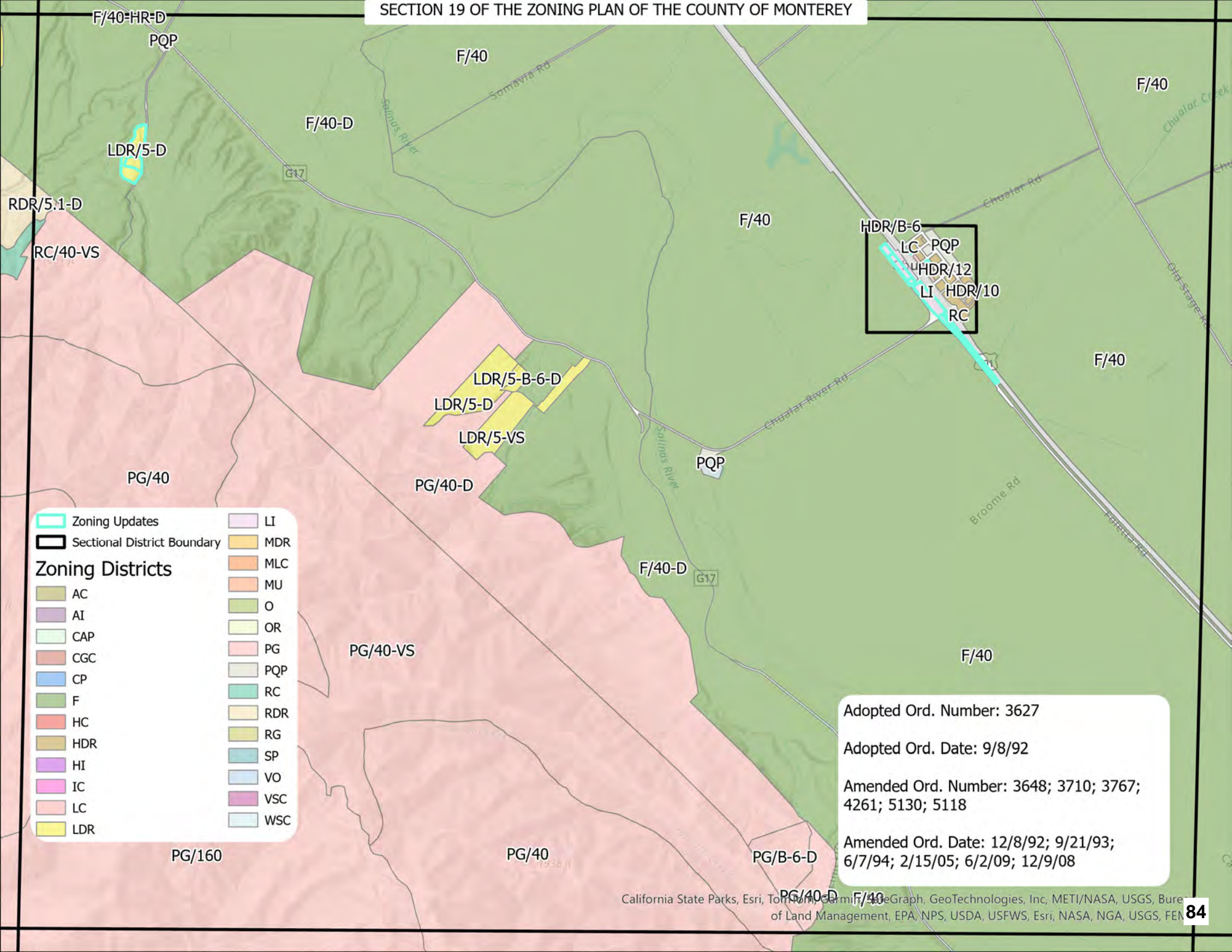
SECTION 18C OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



Adopted Ord. Number: 3648  
 Adopted Ord. Date: 12/8/92  
 Amended Ord. Number:  
 Amended Ord. Date:

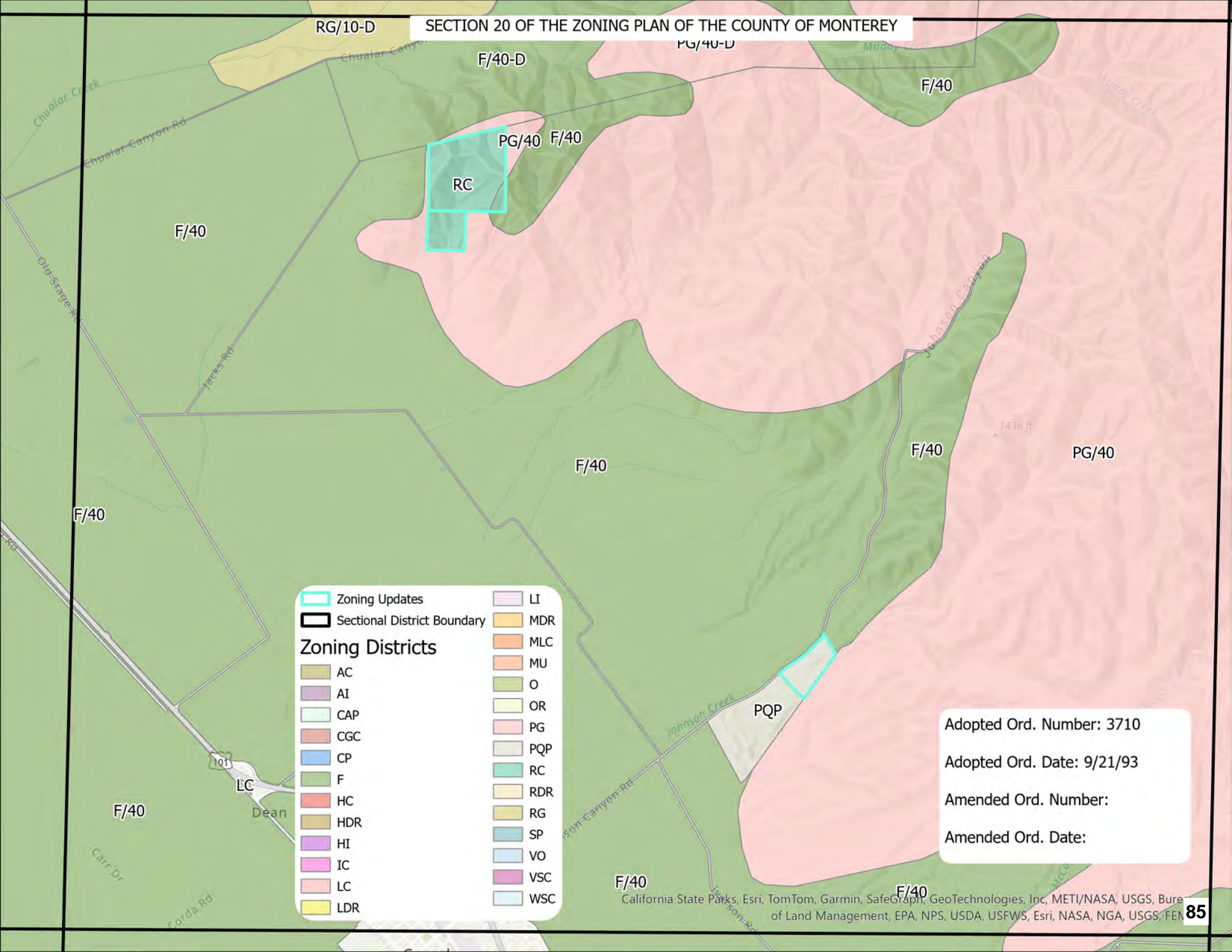
<p><b>Legend</b></p> <p><b>Zoning Updates</b></p> <p><b>Sectional District Boundary</b></p>		<p><b>Zoning Districts</b></p> <ul style="list-style-type: none"> <li>AC</li> <li>AI</li> <li>CAP</li> <li>CGC</li> <li>CP</li> <li>F</li> <li>HC</li> <li>HDR</li> <li>HI</li> <li>IC</li> <li>LC</li> <li>LDR</li> <li>LI</li> <li>MDR</li> <li>MLC</li> <li>MU</li> <li>O</li> <li>OR</li> <li>PG</li> <li>PQP</li> <li>RC</li> <li>RDR</li> <li>RG</li> <li>SP</li> <li>VO</li> <li>VSC</li> <li>WSC</li> </ul>		
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SECTION 19 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



	Zoning Updates		LI
	Sectional District Boundary		MDR
<b>Zoning Districts</b>			MLC
	AC		MU
	AI		O
	CAP		OR
	CGC		PG
	CP		PQP
	F		RC
	HC		RDR
	HDR		RG
	HI		SP
	IC		VO
	LC		VSC
	LDR		WSC






























Adopted Ord. Number: 3627  
 Adopted Ord. Date: 9/8/92  
 Amended Ord. Number: 3648; 3710; 3767;  
 4261; 5130; 5118  
 Amended Ord. Date: 12/8/92; 9/21/93;  
 6/7/94; 2/15/05; 6/2/09; 12/9/08



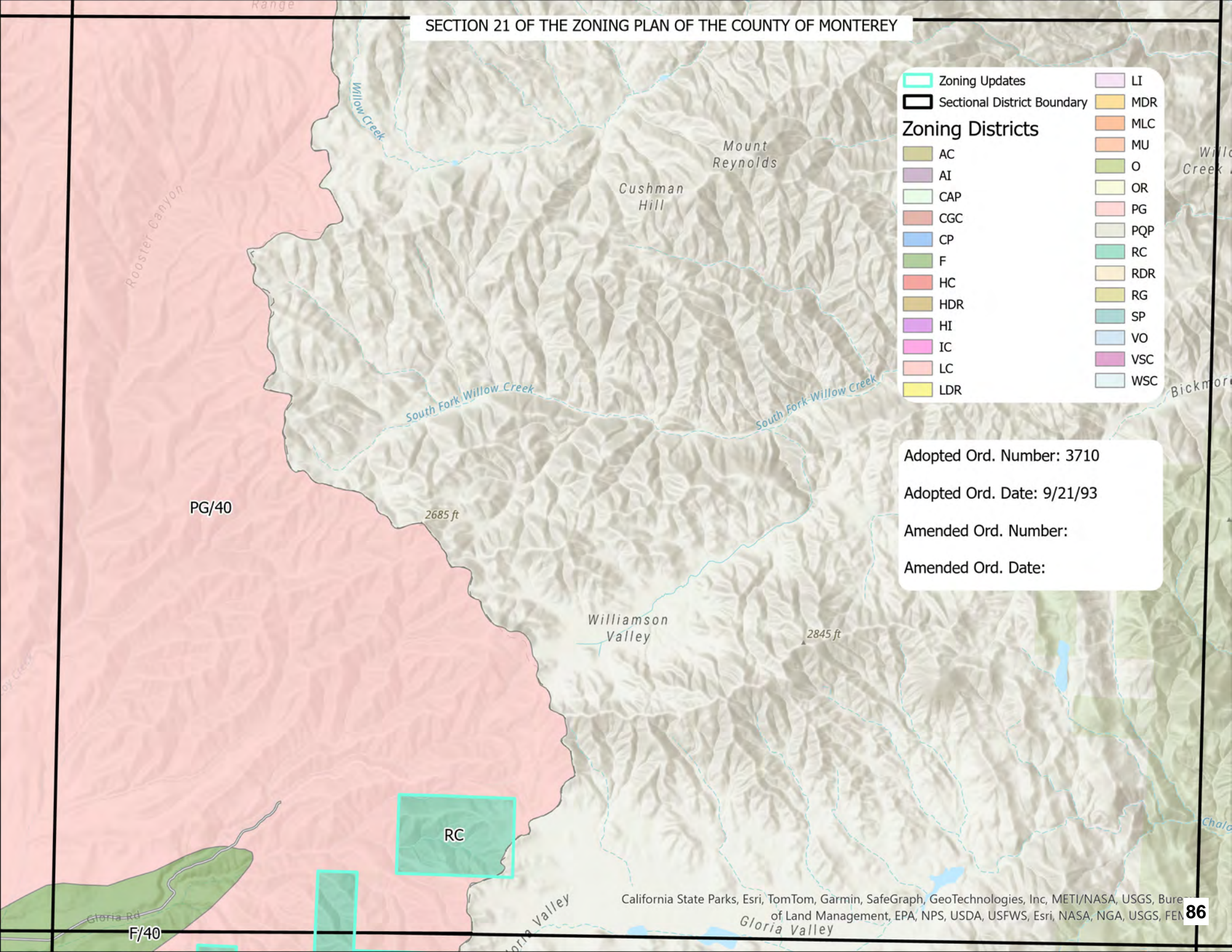
	Zoning Updates		LI
	Sectional District Boundary		MDR
<b>Zoning Districts</b>			
	AC		MLC
	AI		MU
	CAP		O
	CGC		OR
	CP		PG
	F		PQP
	HC		RC
	HDR		RDR
	HI		RG
	IC		SP
	LC		VO
	LDR		VSC
			WSC

Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number:  
 Amended Ord. Date:

SECTION 21 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY






























- |   |   |
|---|---|
|  Zoning Updates              |  LI  |
|  Sectional District Boundary |  MDR |
- Zoning Districts**
- |   |   |
|---|---|
|  AC  |  MLC |
|  AI  |  MU  |
|  CAP |  O   |
|  CGC |  OR  |
|  CP  |  PG  |
|  F   |  PQP |
|  HC  |  RC  |
|  HDR |  RDR |
|  HI  |  RG  |
|  IC  |  SP  |
|  LC  |  VO  |
|  LDR |  VSC |
|   |  WSC |

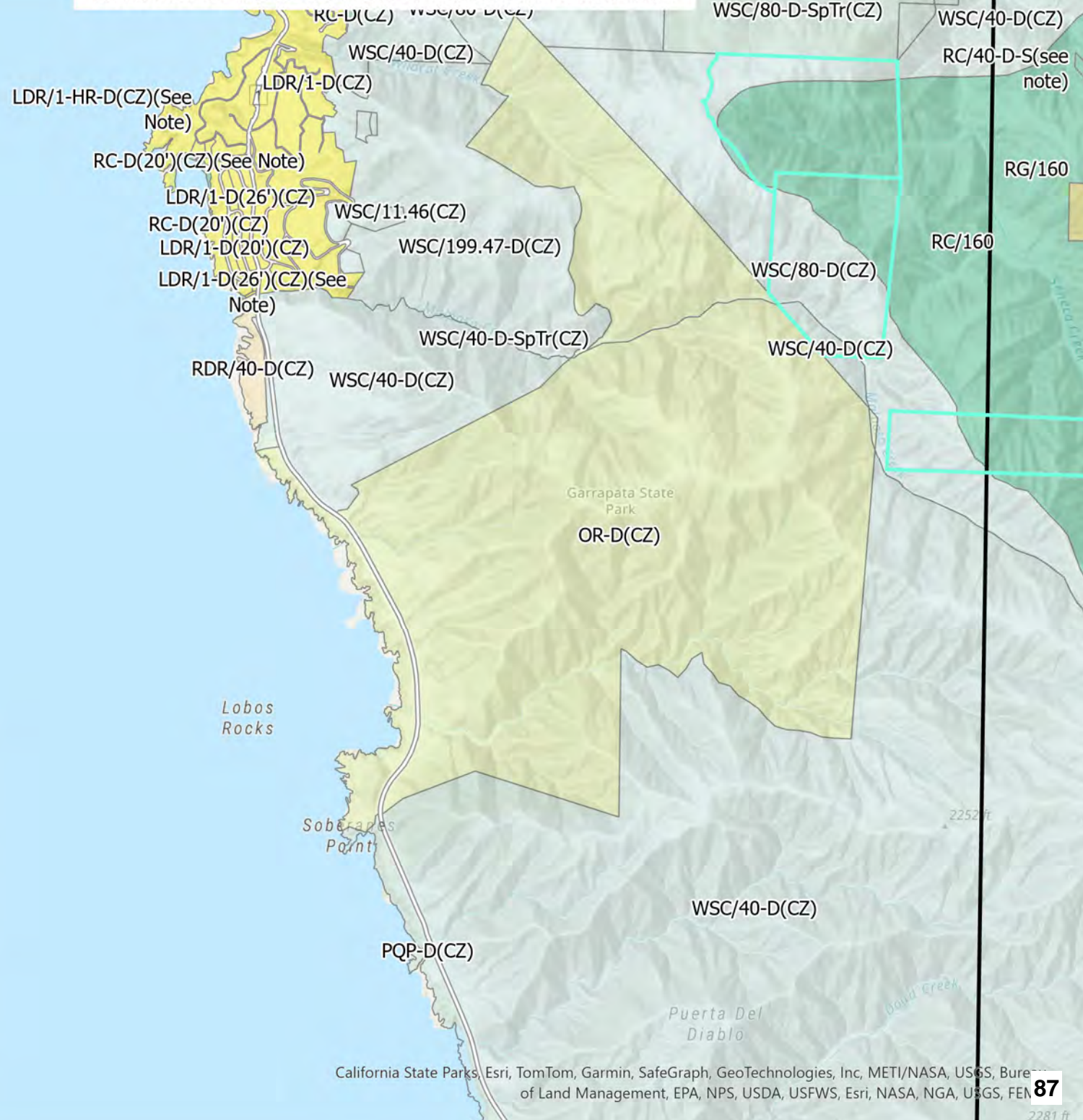
Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number:  
 Amended Ord. Date:



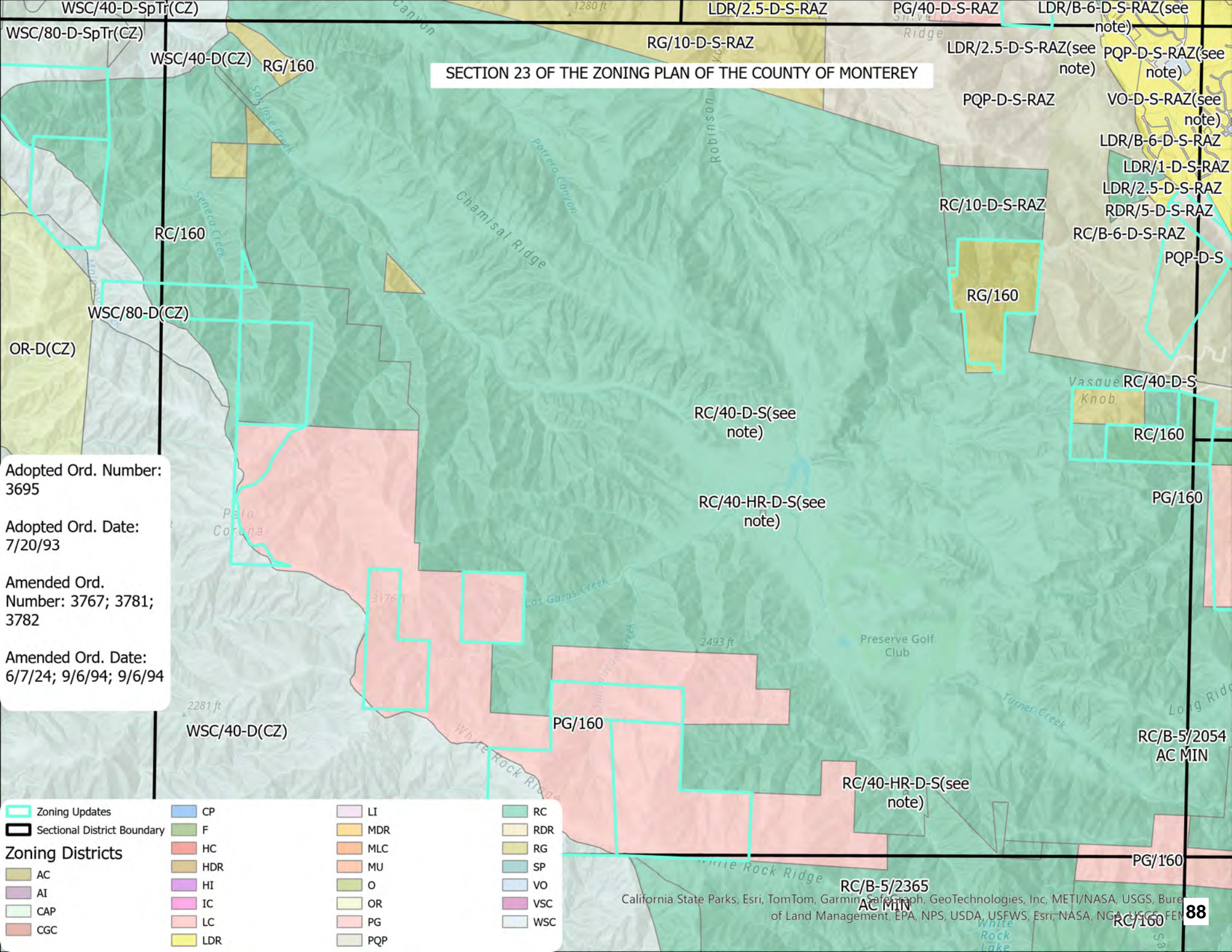
SECTION 22 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3695  
 Adopted Ord. Date: 7/20/93  
 Amended Ord. Number:  
 Amended Ord. Date:

 Zoning Updates	 LI
 Sectional District Boundary	 MDR
<b>Zoning Districts</b>	
 AC	 MLC
 AI	 MU
 CAP	 O
 CGC	 OR
 CP	 PG
 F	 PQP
 HC	 RC
 HDR	 RDR
 HI	 RG
 IC	 SP
 LC	 VO
 LDR	 VSC
	 WSC



SECTION 23 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



Adopted Ord. Number:  
3695

Adopted Ord. Date:  
7/20/93

Amended Ord.  
Number: 3767; 3781;  
3782

Amended Ord. Date:  
6/7/24; 9/6/94; 9/6/94

Zoning Updates	CP	LI	RC
Sectional District Boundary	F	MDR	RDR
<b>Zoning Districts</b>	HC	MLC	RG
AC	HDR	MU	SP
AI	HI	O	VO
CAP	IC	OR	VSC
CGC	LC	PG	WSC
	LDR	PQP	



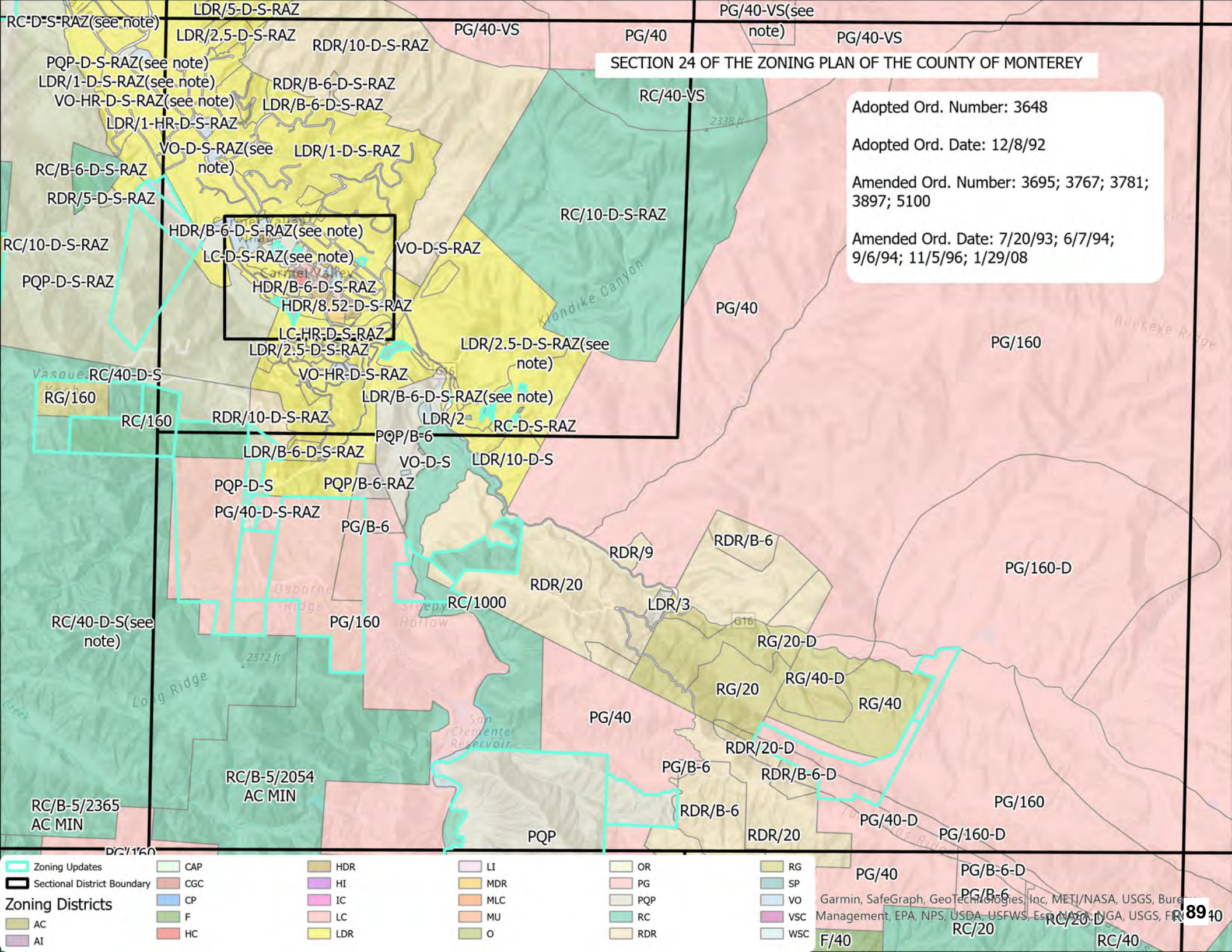
SECTION 24 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3648

Adopted Ord. Date: 12/8/92

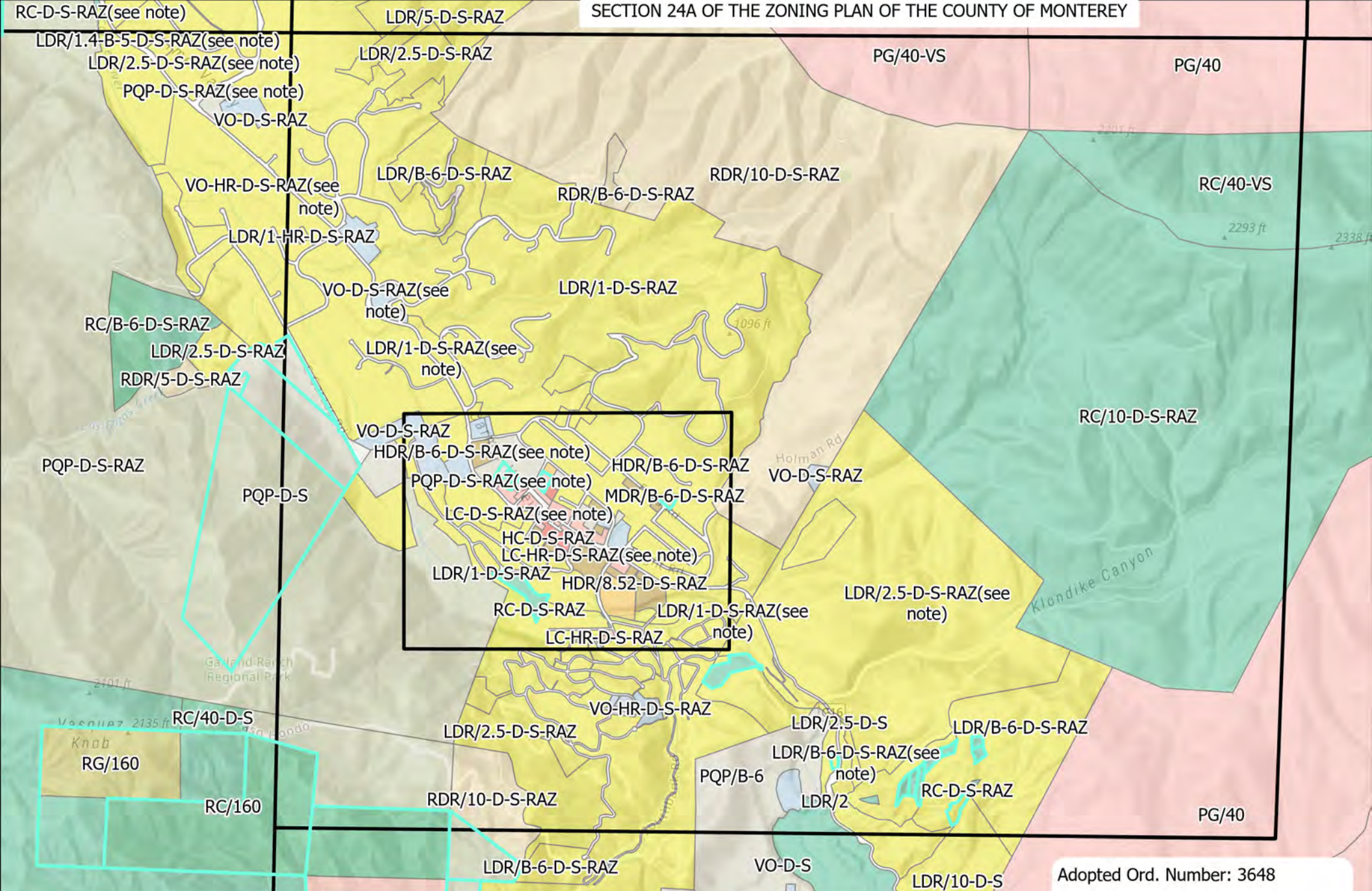
Amended Ord. Number: 3695; 3767; 3781; 3897; 5100

Amended Ord. Date: 7/20/93; 6/7/94; 9/6/94; 11/5/96; 1/29/08



Zoning Updates	CAP	HDR	LI	OR
Sectional District Boundary	CGC	HI	MDR	PG
<b>Zoning Districts</b>	CP	IC	MLC	PQP
AC	F	LC	MU	RC
AI	HC	LDR	O	RDR

SECTION 24A OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



Zoning Districts	
Zoning Updates	CGC
Sectional District Boundary	CP
AC	F
AI	HC
CAP	HDR
IC	LDR
LC	LI
MDR	MLC
MU	O
OR	PG
PGP	RDR
RC	RG
	SP
	VO
	VSC
	WSC

Adopted Ord. Number: 3648  
 Adopted Ord. Date: 12/8/92  
 Amended Ord. Number: 4009  
 Amended Ord. Date: 4/20/99

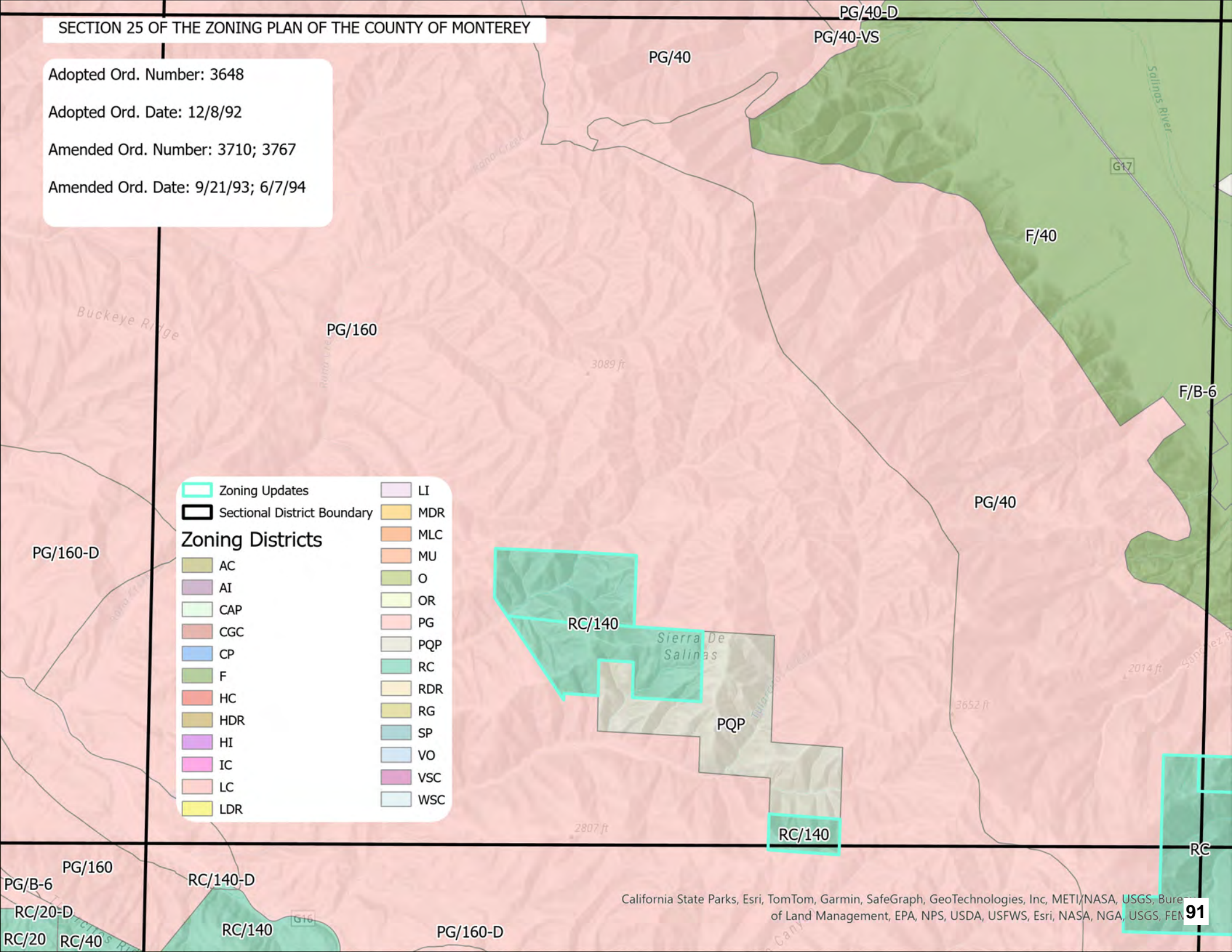
SECTION 25 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3648

Adopted Ord. Date: 12/8/92

Amended Ord. Number: 3710; 3767

Amended Ord. Date: 9/21/93; 6/7/94



	Zoning Updates		LI
	Sectional District Boundary		MDR
<b>Zoning Districts</b>			
	AC		MLC
	AI		MU
	CAP		O
	CGC		OR
	CP		PG
	F		PQP
	HC		RC
	HDR		RDR
	HI		RG
	IC		SP
	LC		VO
	LDR		VSC
			WSC

Adopted Ord. Number: 3710

Adopted Ord. Date: 9/21/93

Amended Ord. Number: 5205

Amended Ord. Date: 7/31/12

SECTION 26 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

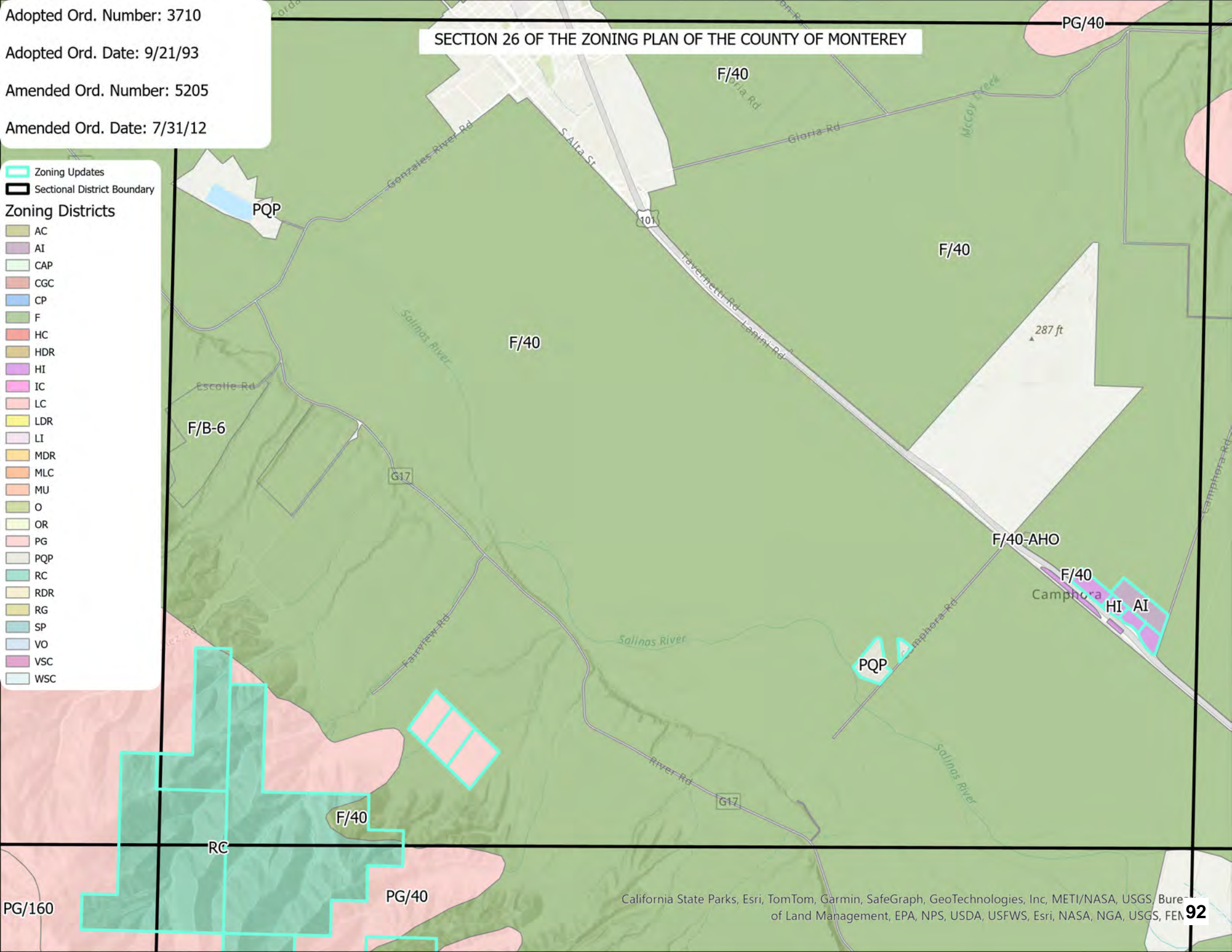
PG/40

**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



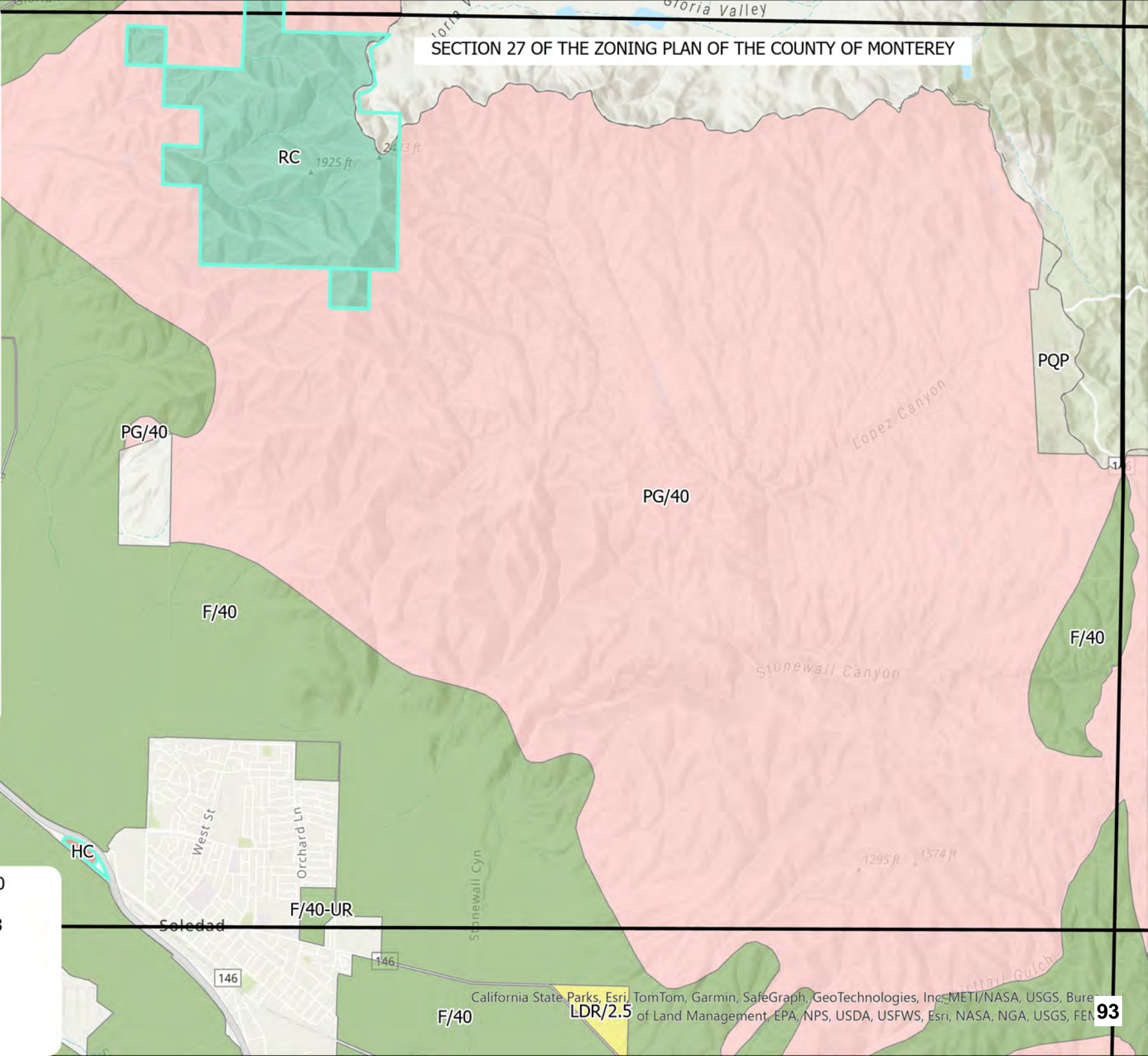
Zoning Updates

Sectional District Boundary

### Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

## SECTION 27 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number:  
 Amended Ord. Date:

SECTION 28 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3710

Adopted Ord. Date: 9/21/93

Amended Ord. Number:

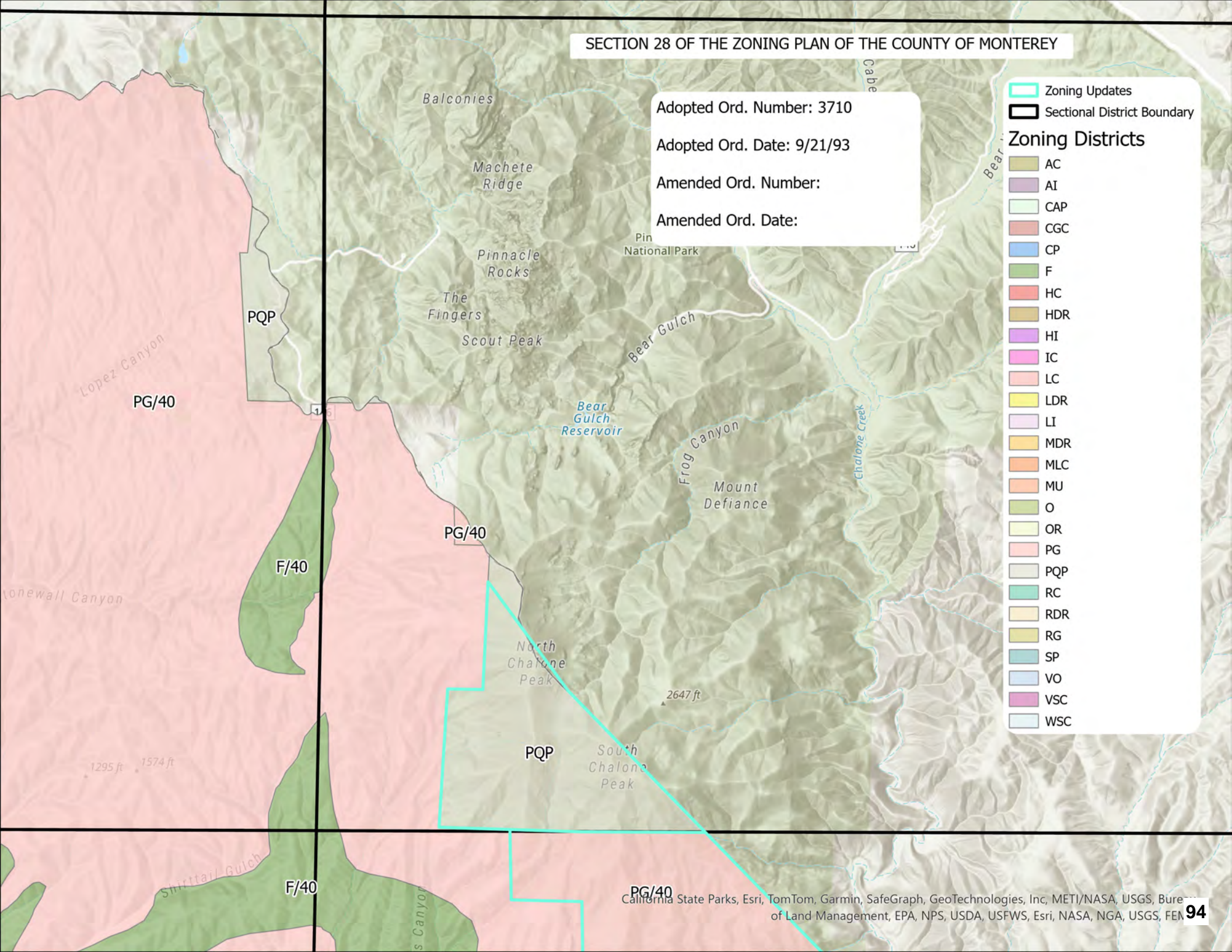
Amended Ord. Date:

**Zoning Updates**

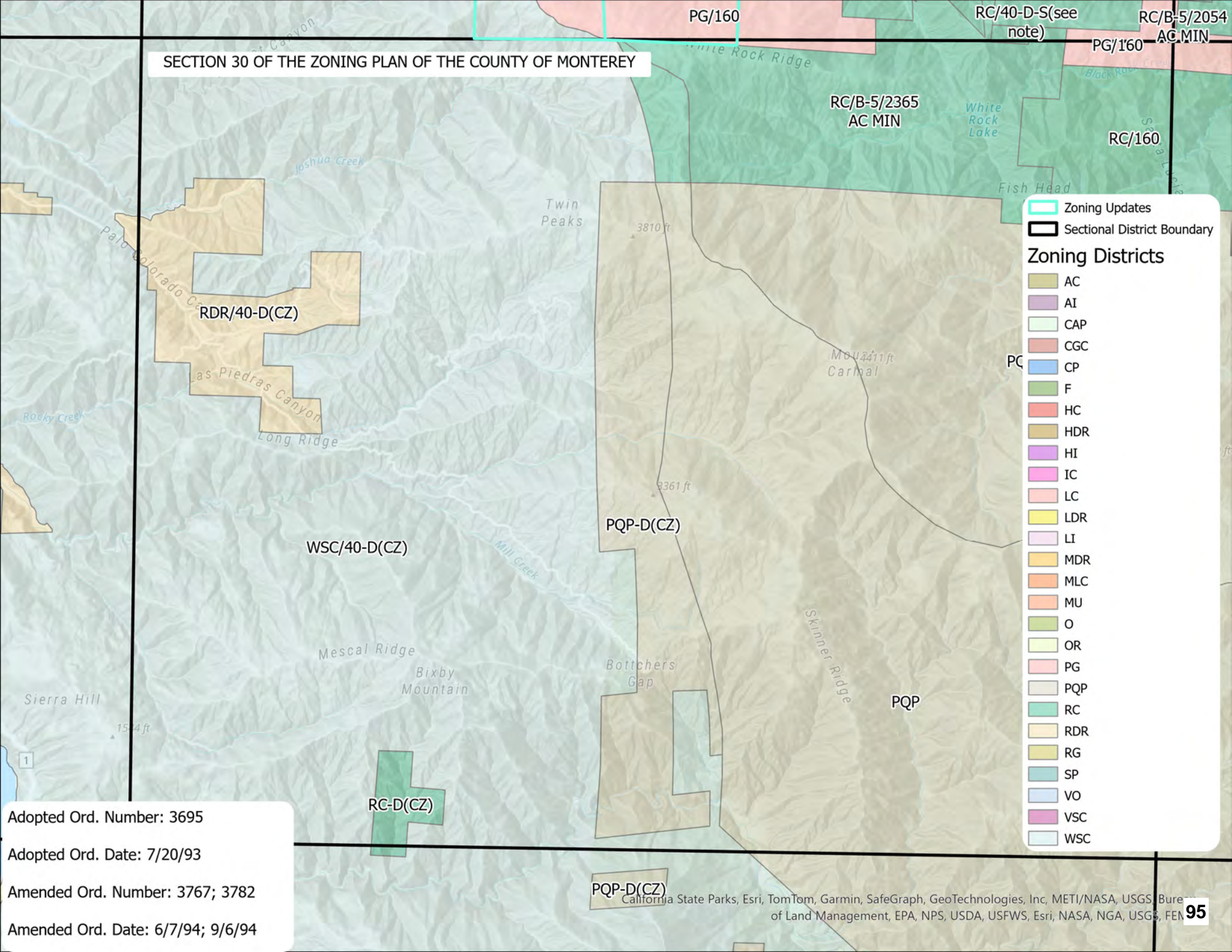
**Sectional District Boundary**

**Zoning Districts**

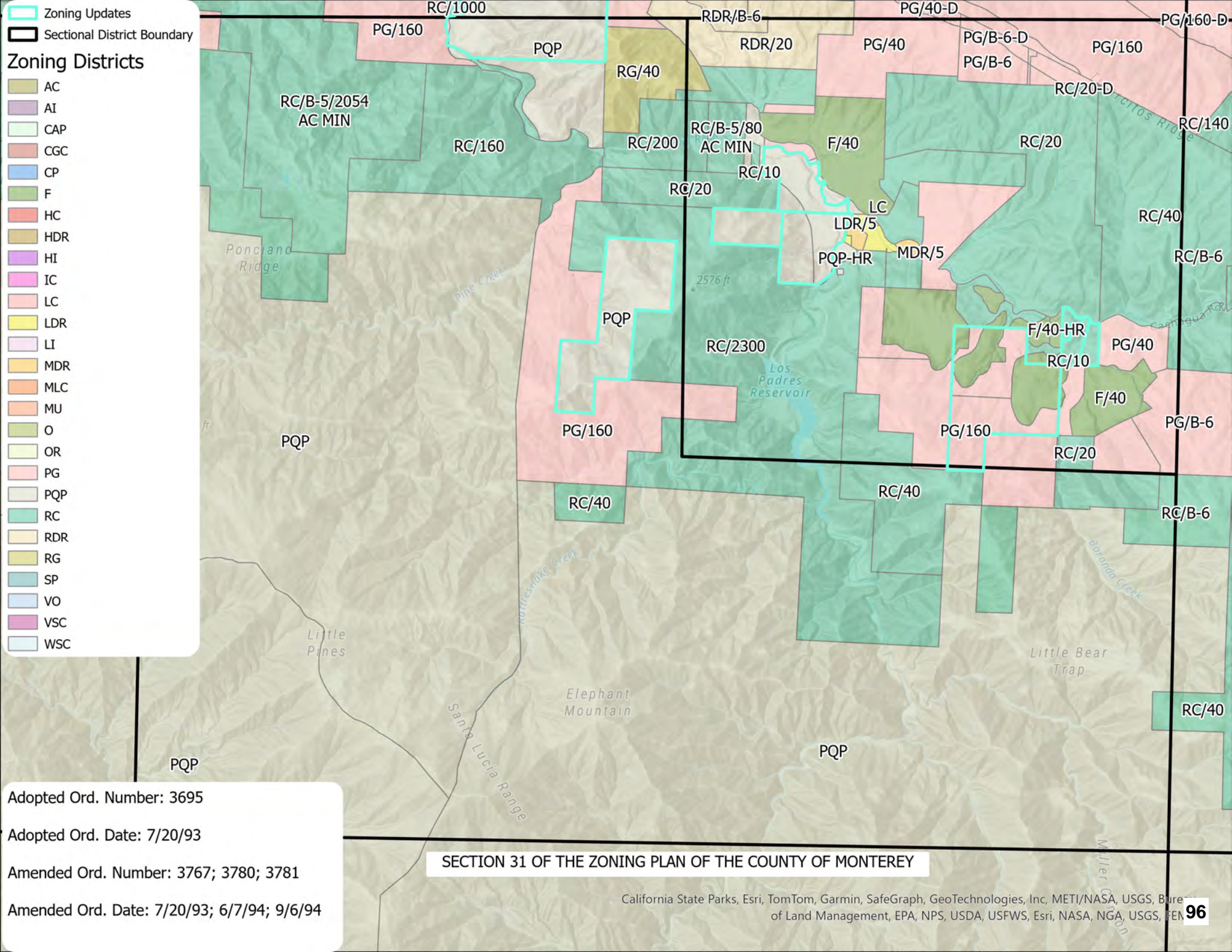
- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



SECTION 30 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



Adopted Ord. Number: 3695  
 Adopted Ord. Date: 7/20/93  
 Amended Ord. Number: 3767; 3782  
 Amended Ord. Date: 6/7/94; 9/6/94



**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

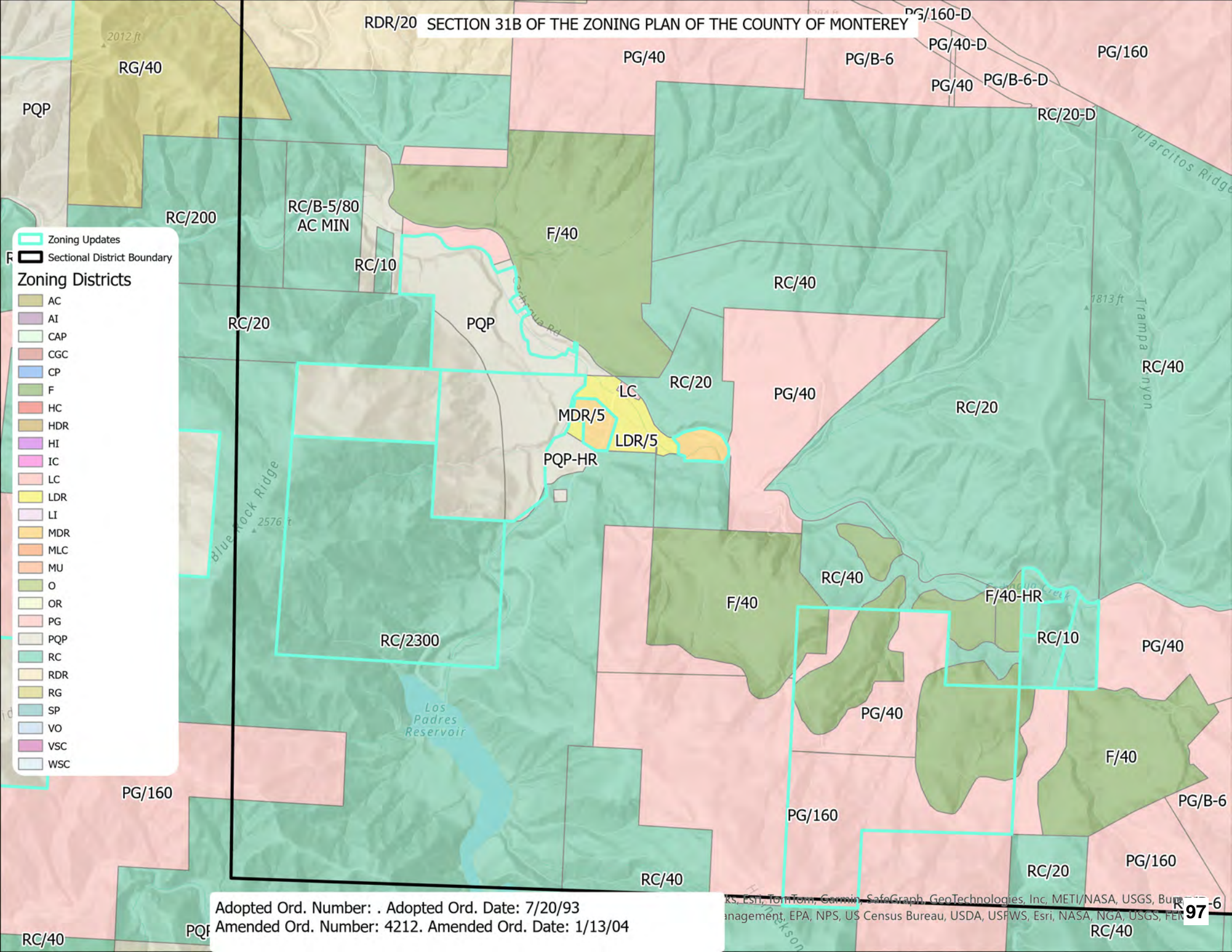
- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

Adopted Ord. Number: 3695  
 Adopted Ord. Date: 7/20/93  
 Amended Ord. Number: 3767; 3780; 3781  
 Amended Ord. Date: 7/20/93; 6/7/94; 9/6/94

**SECTION 31 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY**



RDR/20 SECTION 31B OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

Adopted Ord. Number: . Adopted Ord. Date: 7/20/93  
 Amended Ord. Number: 4212. Amended Ord. Date: 1/13/04

SECTION 32 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

RC/140

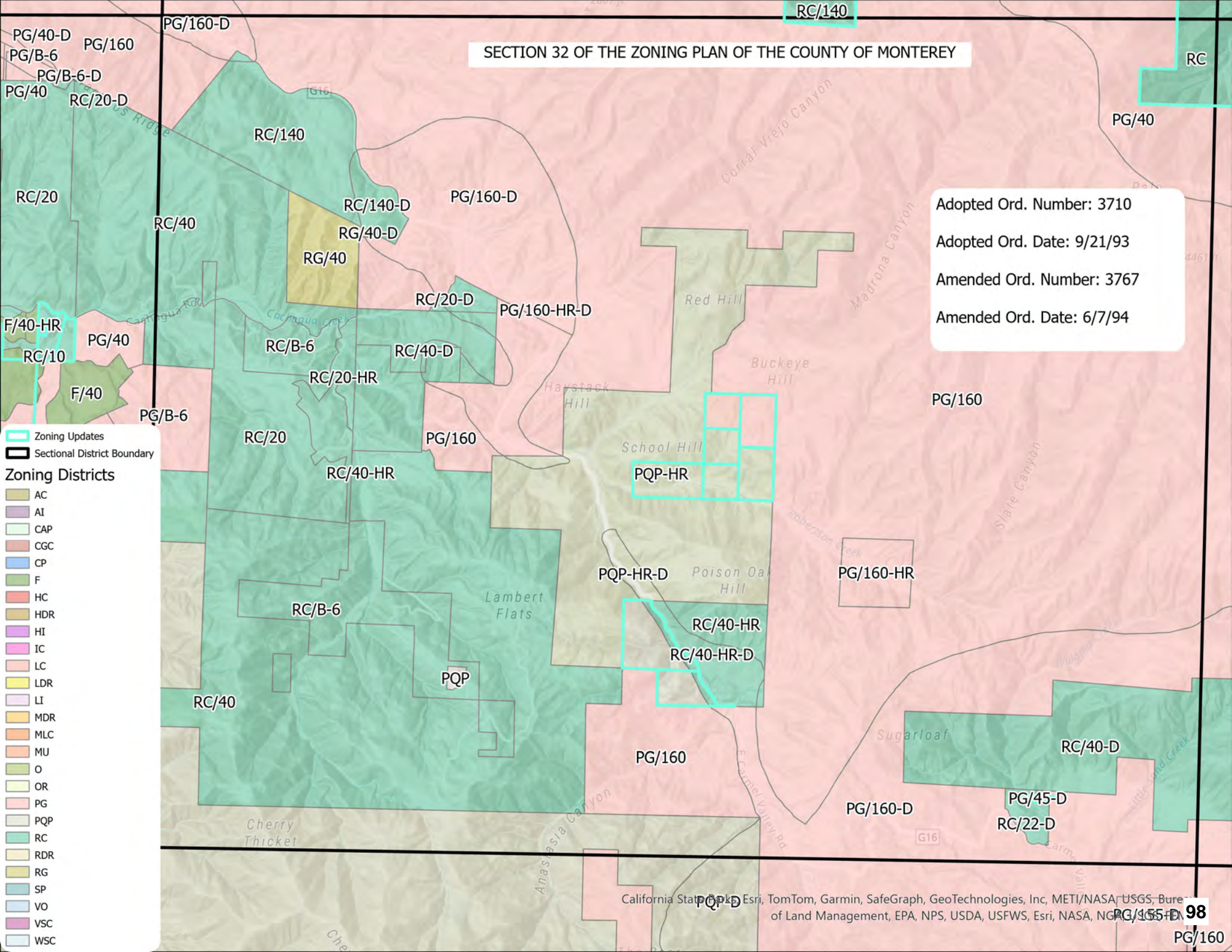
RC

Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number: 3767  
 Amended Ord. Date: 6/7/94

Zoning Updates  
 Sectional District Boundary

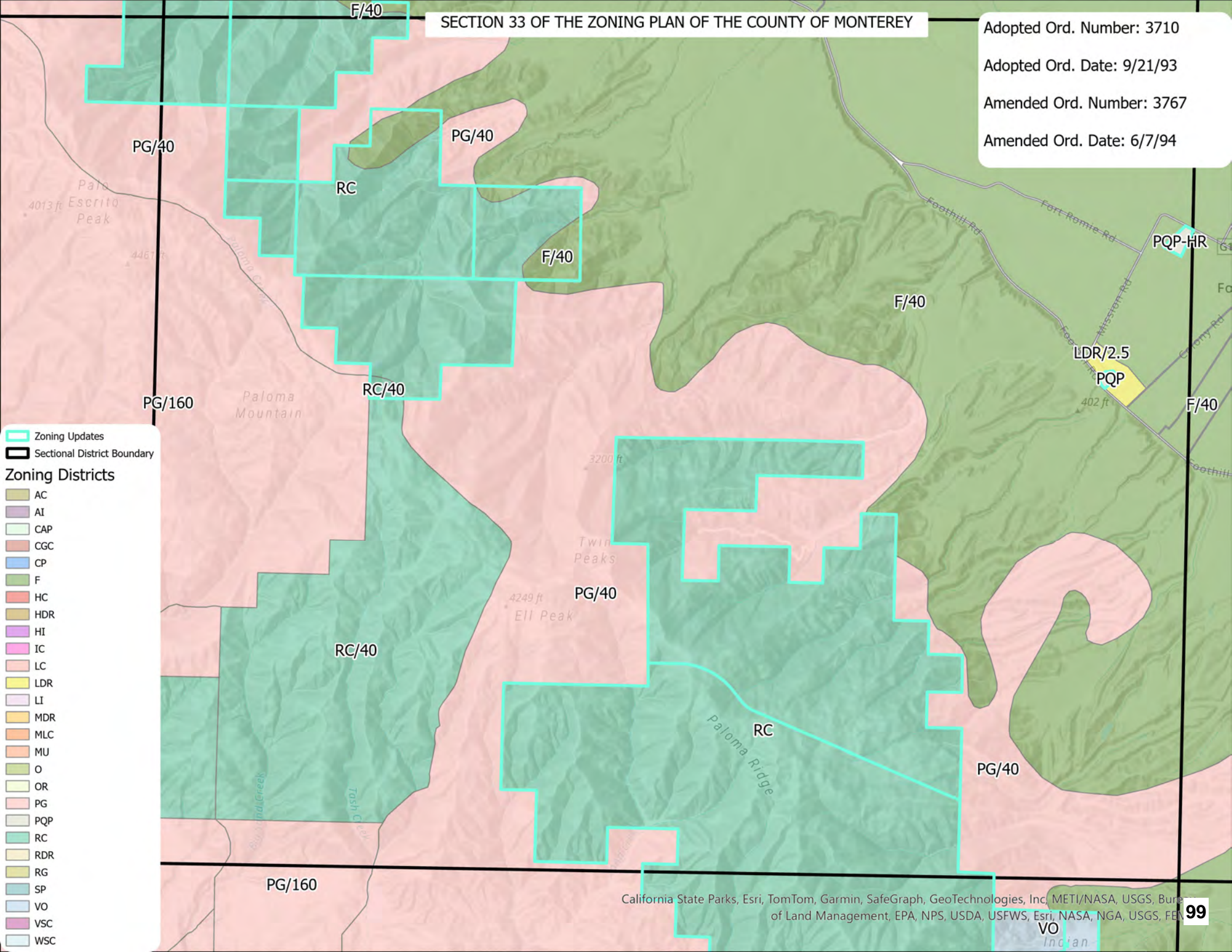
Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



SECTION 33 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number: 3767  
 Amended Ord. Date: 6/7/94



Zoning Updates  
 Sectional District Boundary

Zoning Districts

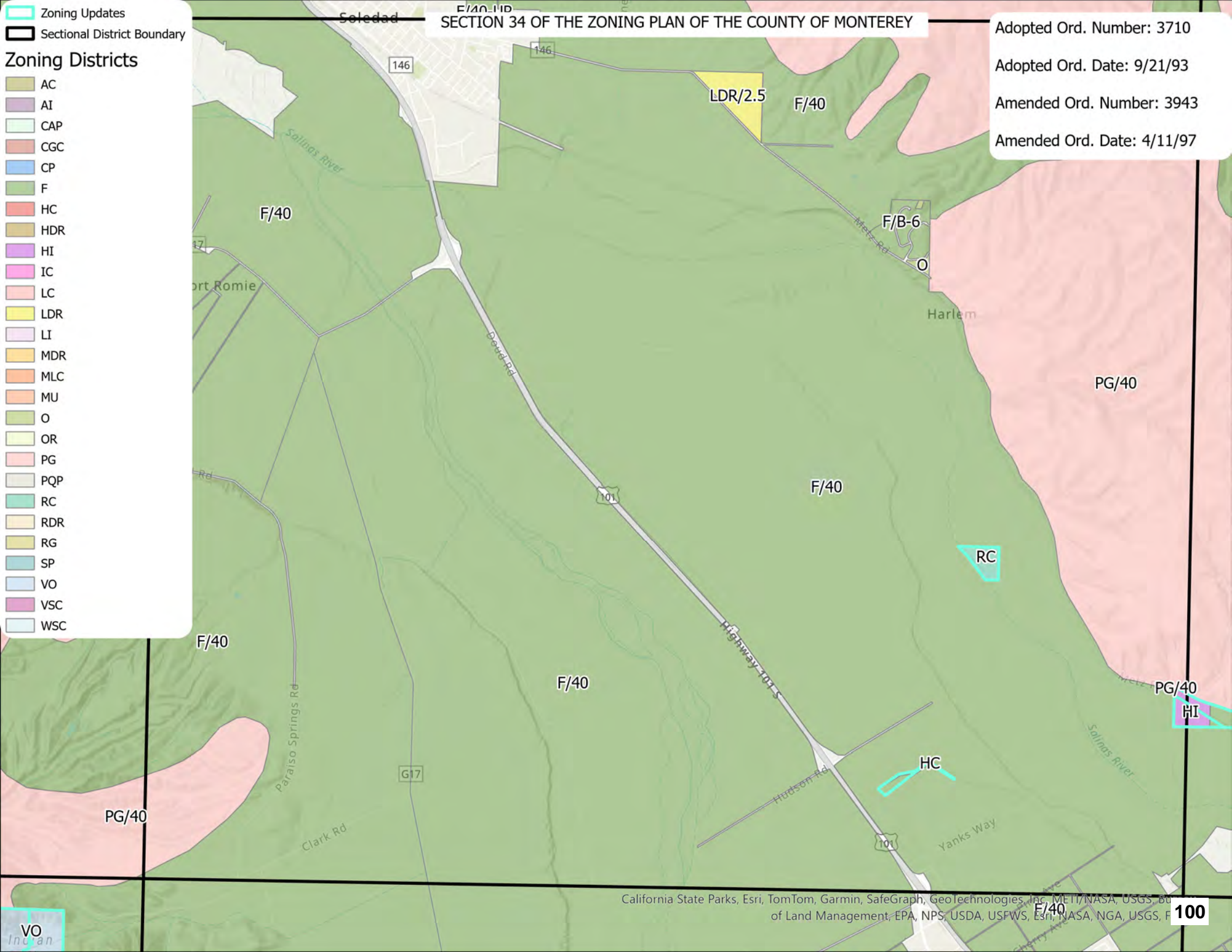
- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

Zoning Updates  
 Sectional District Boundary

SECTION 34 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number: 3943  
 Amended Ord. Date: 4/11/97

- Zoning Districts**
- AC
  - AI
  - CAP
  - CGC
  - CP
  - F
  - HC
  - HDR
  - HI
  - IC
  - LC
  - LDR
  - LI
  - MDR
  - MLC
  - MU
  - O
  - OR
  - PG
  - PQP
  - RC
  - RDR
  - RG
  - SP
  - VO
  - VSC
  - WSC



SECTION 35 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

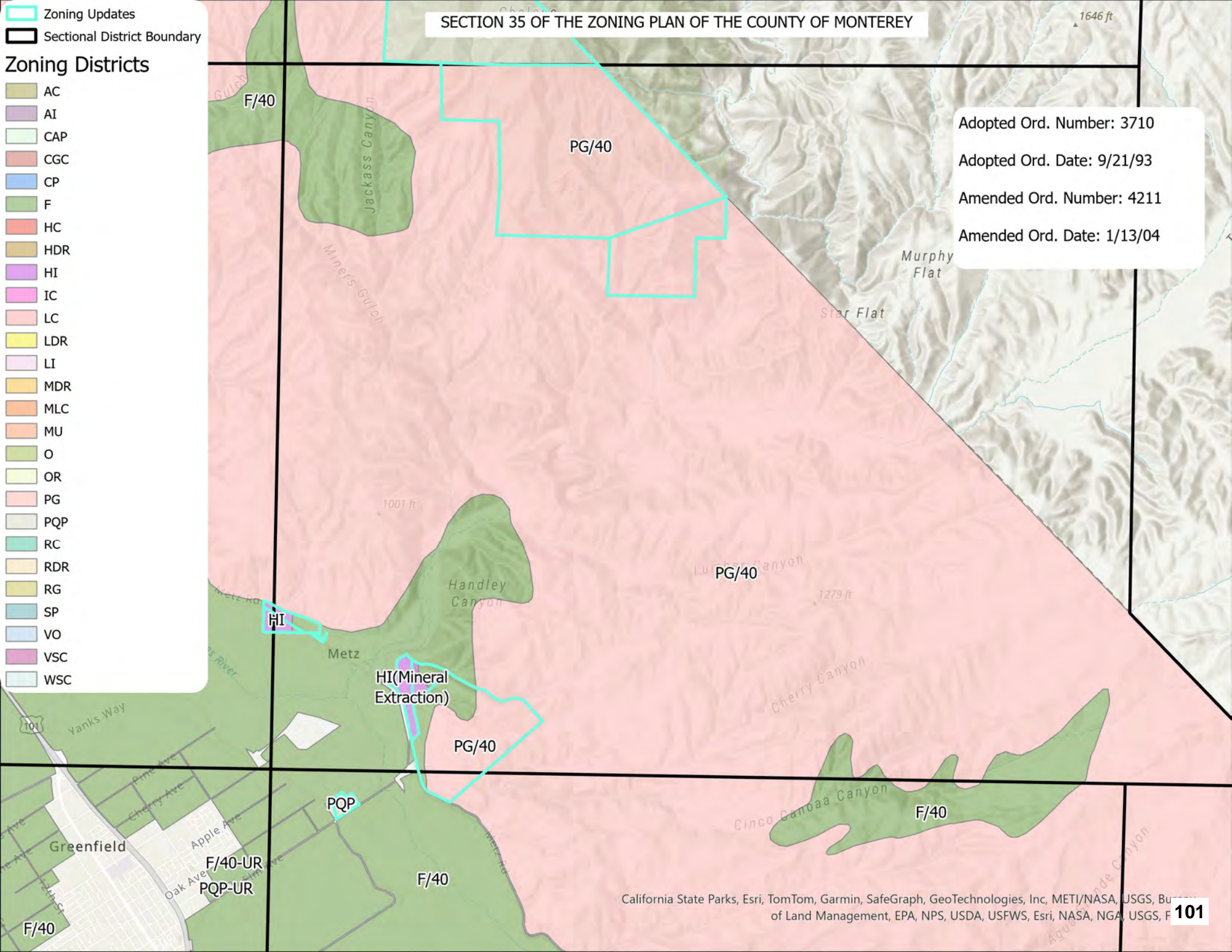
**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number: 4211  
 Amended Ord. Date: 1/13/04



SECTION 37 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

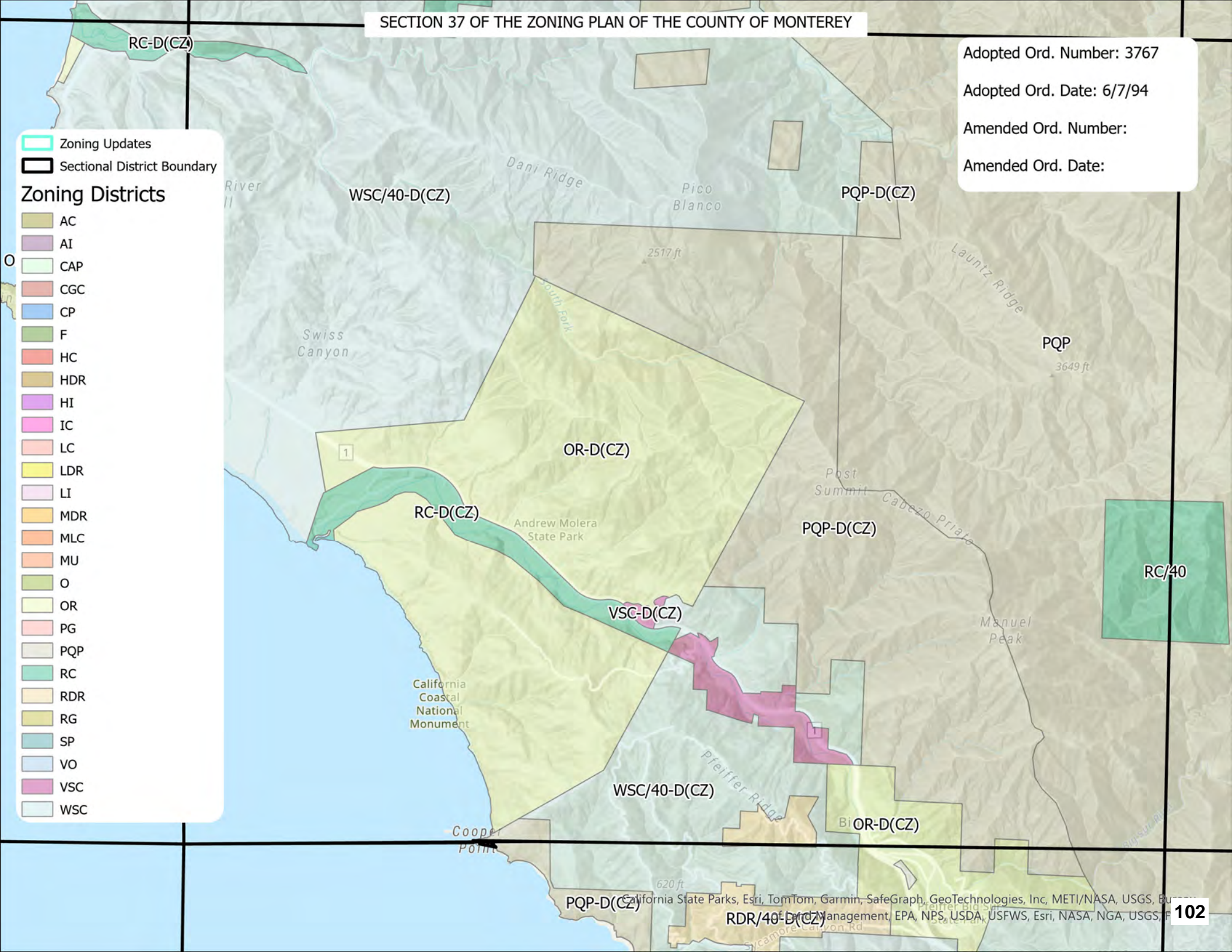
Adopted Ord. Number: 3767  
 Adopted Ord. Date: 6/7/94  
 Amended Ord. Number:  
 Amended Ord. Date:

**Zoning Updates**  
 [Green outline] Zoning Updates

**Sectional District Boundary**  
 [Black outline] Sectional District Boundary

**Zoning Districts**

- [Brown] AC
- [Purple] AI
- [Light Green] CAP
- [Red] CGC
- [Blue] CP
- [Green] F
- [Red] HC
- [Brown] HDR
- [Purple] HI
- [Pink] IC
- [Light Pink] LC
- [Yellow] LDR
- [Light Purple] LI
- [Orange] MDR
- [Light Orange] MLC
- [Orange] MU
- [Light Green] O
- [Light Yellow] OR
- [Light Pink] PG
- [Light Grey] PQP
- [Green] RC
- [Light Orange] RDR
- [Yellow-Green] RG
- [Teal] SP
- [Light Blue] VO
- [Pink] VSC
- [Light Blue] WSC



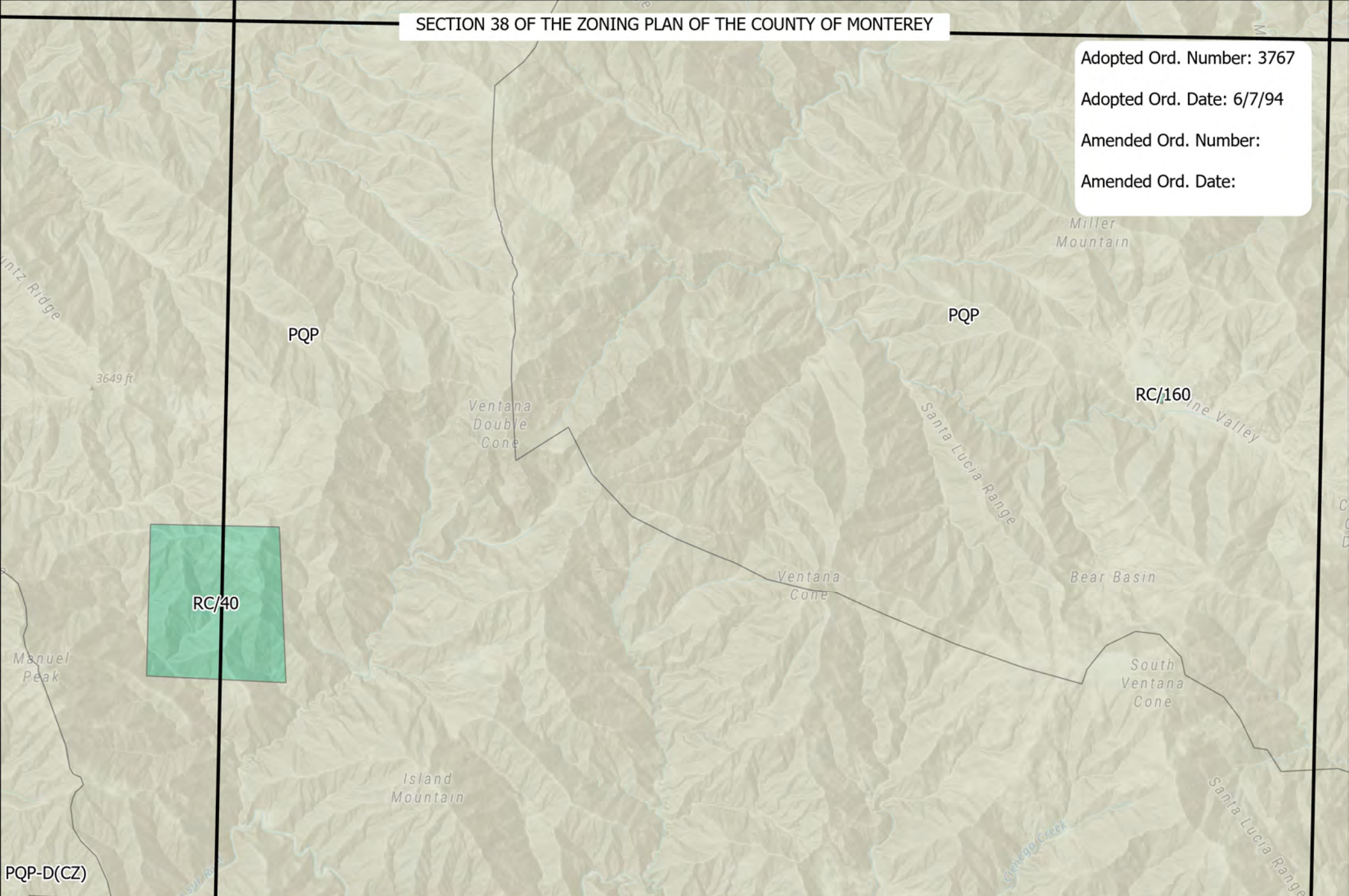
SECTION 38 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3767

Adopted Ord. Date: 6/7/94

Amended Ord. Number:

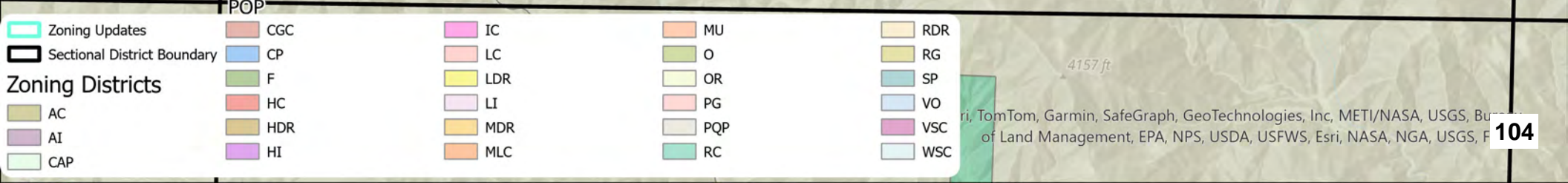
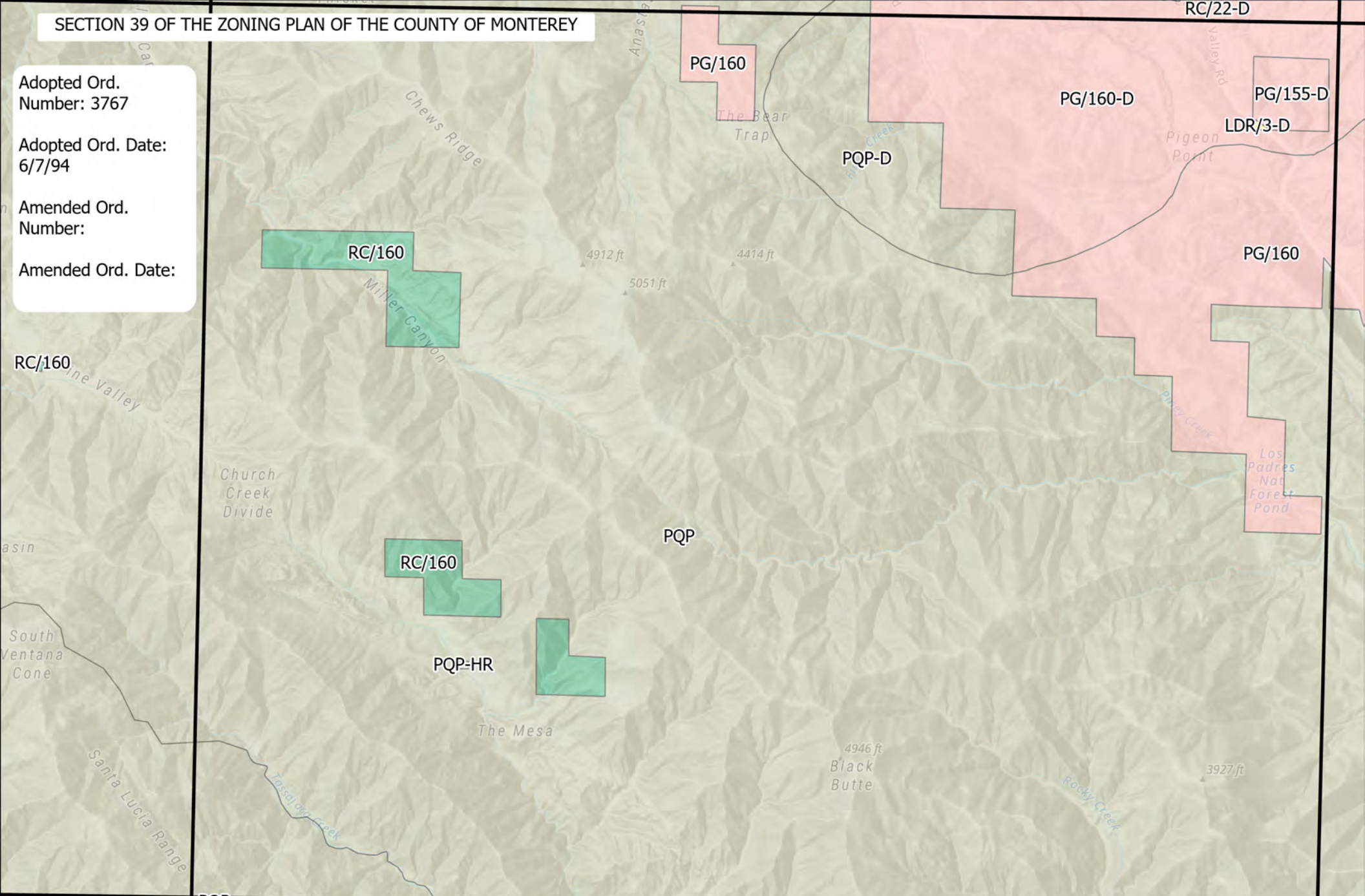
Amended Ord. Date:



Zoning Updates	CGC	IC	MU	RDR
Sectional District Boundary	CP	LC	O	RG
<b>Zoning Districts</b>	F	LDR	OR	SP
AC	HC	LI	PG	VO
AI	HDR	MDR	PQP	VSC
CAP	HI	MLC	RC	WSC

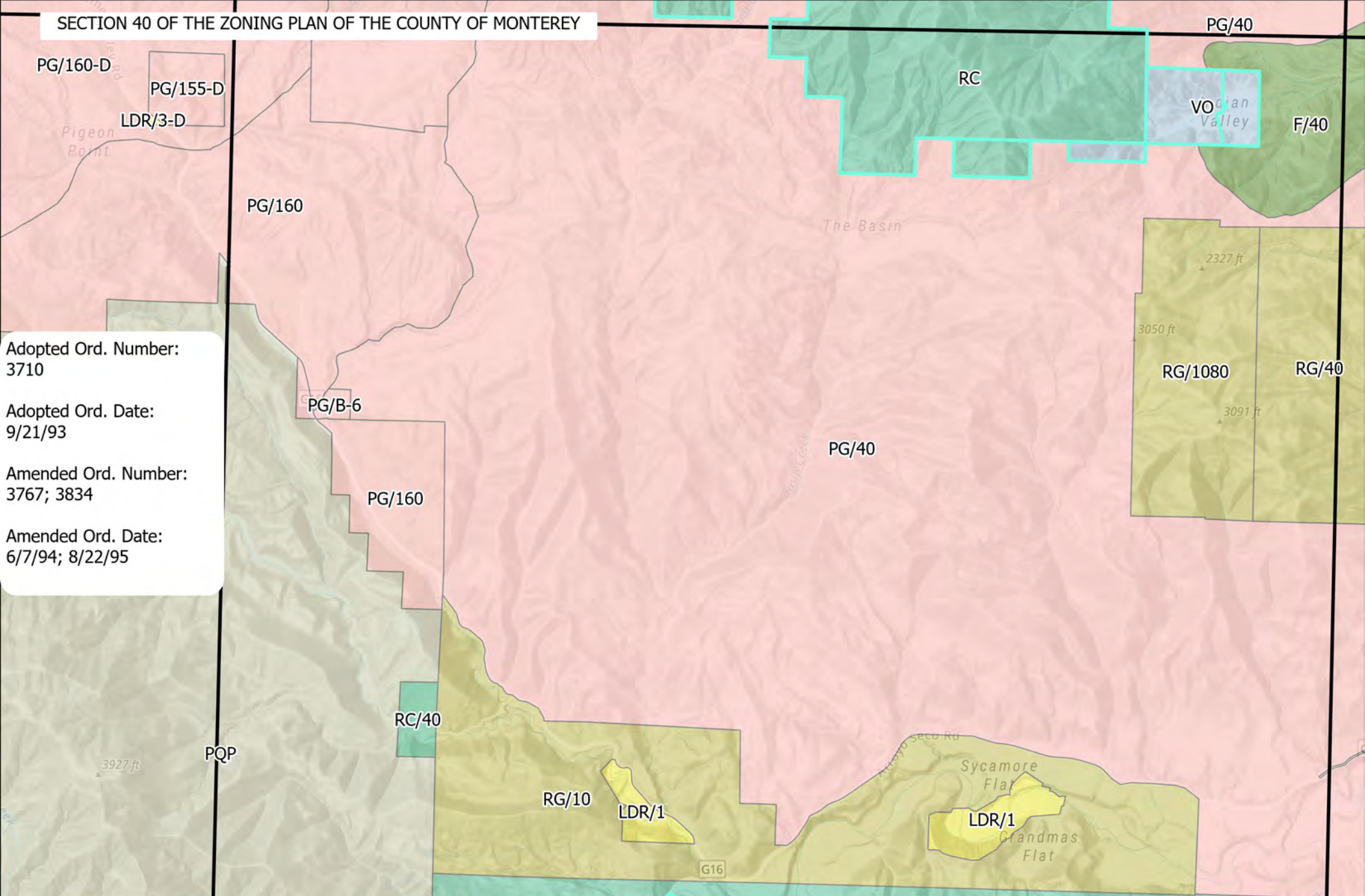
SECTION 39 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3767  
 Adopted Ord. Date: 6/7/94  
 Amended Ord. Number:  
 Amended Ord. Date:





SECTION 40 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



Adopted Ord. Number:  
3710

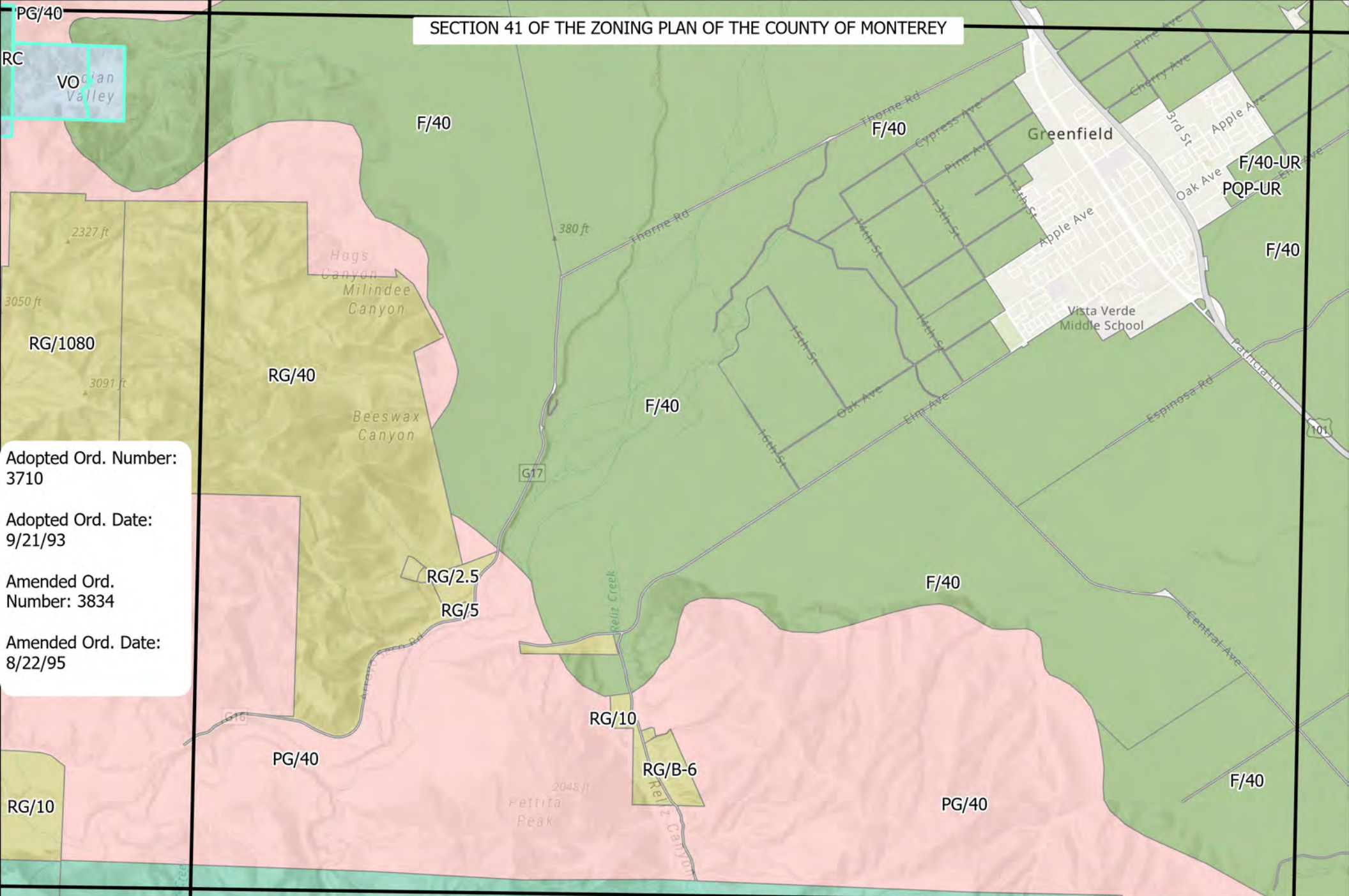
Adopted Ord. Date:  
9/21/93

Amended Ord. Number:  
3767; 3834

Amended Ord. Date:  
6/7/94; 8/22/95

Zoning Updates	CGC	IC	MU	RDR
Sectional District Boundary	CP	LC	O	RG
<b>Zoning Districts</b>	F	LDR	OR	SP
AC	HC	LI	PG	VO
AI	HDR	MDR	PQP	VSC
CAP	HI	MLC	RC	WSC

SECTION 41 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



Adopted Ord. Number:  
3710

Adopted Ord. Date:  
9/21/93

Amended Ord.  
Number: 3834

Amended Ord. Date:  
8/22/95

Zoning Updates	CGC	IC	MU	RDR
Sectional District Boundary	CP	LC	O	RG
<b>Zoning Districts</b>	F	LDR	OR	SP
AC	HC	LI	PG	VO
AI	HDR	MDR	PQP	VSC
CAP	HI	MLC	RC	WSC

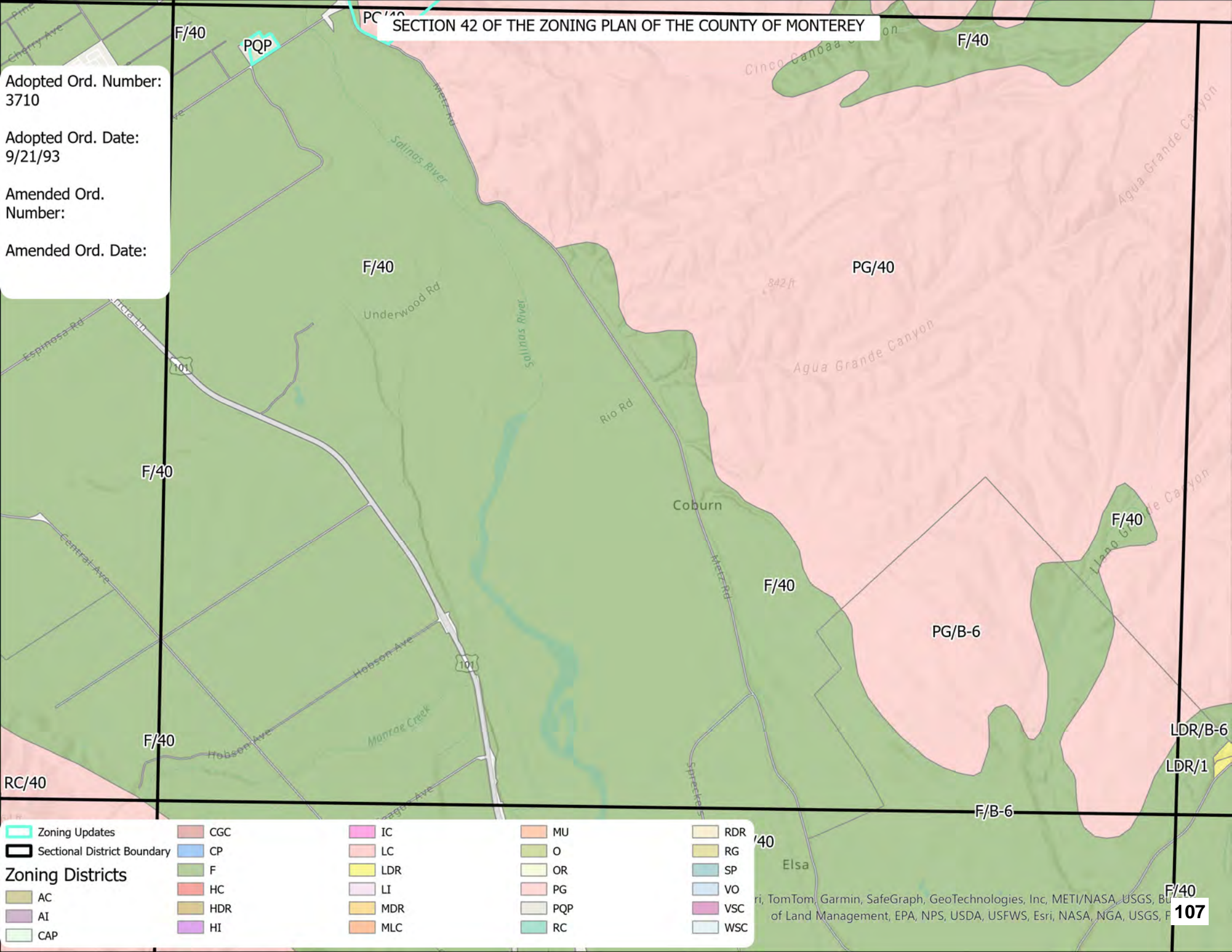
SECTION 42 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number:  
3710

Adopted Ord. Date:  
9/21/93

Amended Ord.  
Number:

Amended Ord. Date:

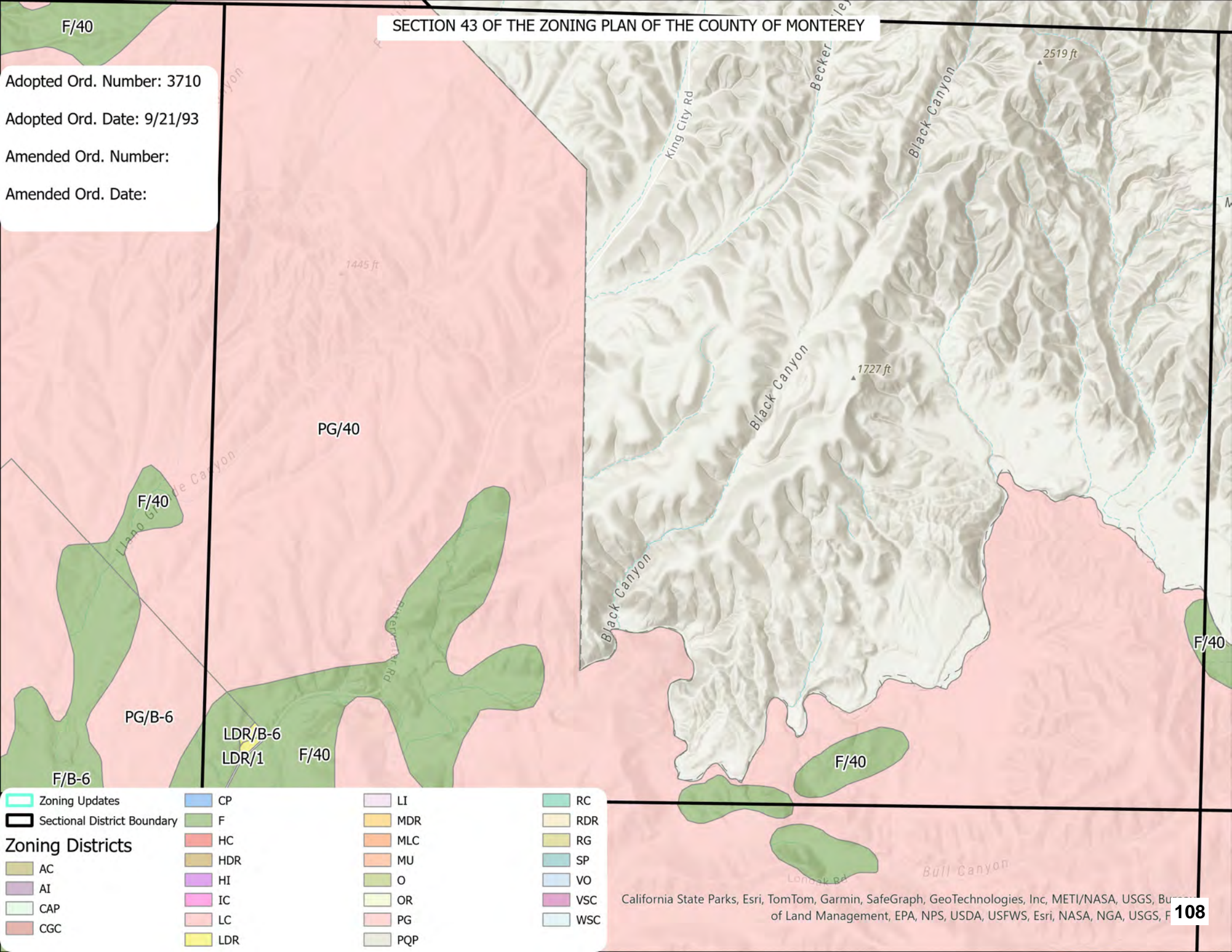


Zoning Updates	CGC	IC	MU	RDR
Sectional District Boundary	CP	LC	O	RG
<b>Zoning Districts</b>	F	LDR	OR	SP
AC	HC	LI	PG	VO
AI	HDR	MDR	PQP	VSC
CAP	HI	MLC	RC	WSC

SECTION 43 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

F/40

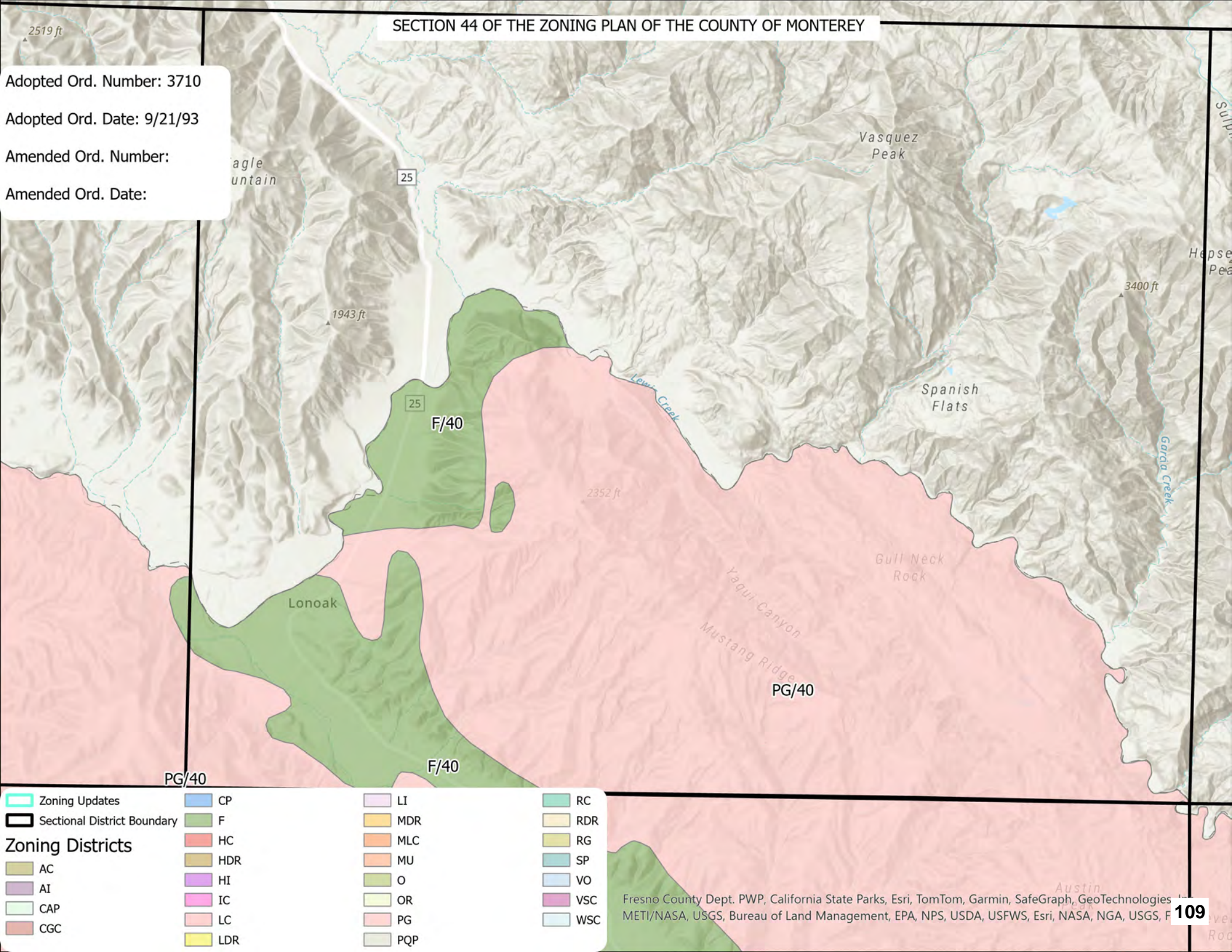
Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number:  
 Amended Ord. Date:



Zoning Updates	CP	LI	RC
Sectional District Boundary	F	MDR	RDR
<b>Zoning Districts</b>	HC	MLC	RG
AC	HDR	MU	SP
AI	HI	O	VO
CAP	IC	OR	VSC
CGC	LC	PG	WSC
	LDR	PQP	

SECTION 44 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

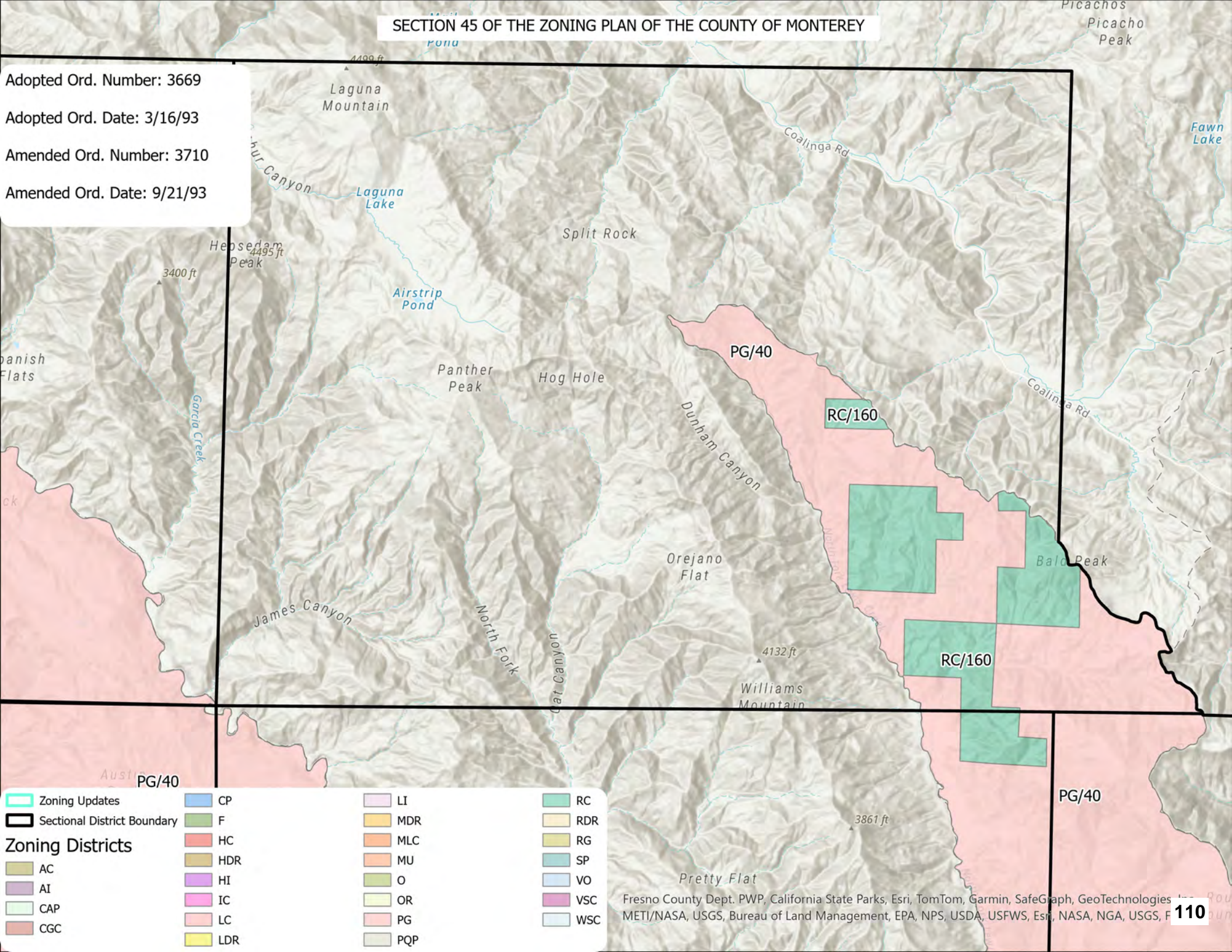
Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number:  
 Amended Ord. Date:



Zoning Updates	CP	LI	RC
Sectional District Boundary	F	MDR	RDR
<b>Zoning Districts</b>	HC	MLC	RG
AC	HDR	MU	SP
AI	HI	O	VO
CAP	IC	OR	VSC
CGC	LC	PG	WSC
	LDR	PQP	

SECTION 45 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number: 3710  
 Amended Ord. Date: 9/21/93



Zoning Updates	CP	LI	RC
Sectional District Boundary	F	MDR	RDR
<b>Zoning Districts</b>	HC	MLC	RG
AC	HDR	MU	SP
AI	HI	O	VO
CAP	IC	OR	VSC
CGC	LC	PG	WSC
	LDR	PQP	

Adopted Ord. Number: 3767

Adopted Ord. Date: 6/7/94

Amended Ord. Number:

Amended Ord. Date:

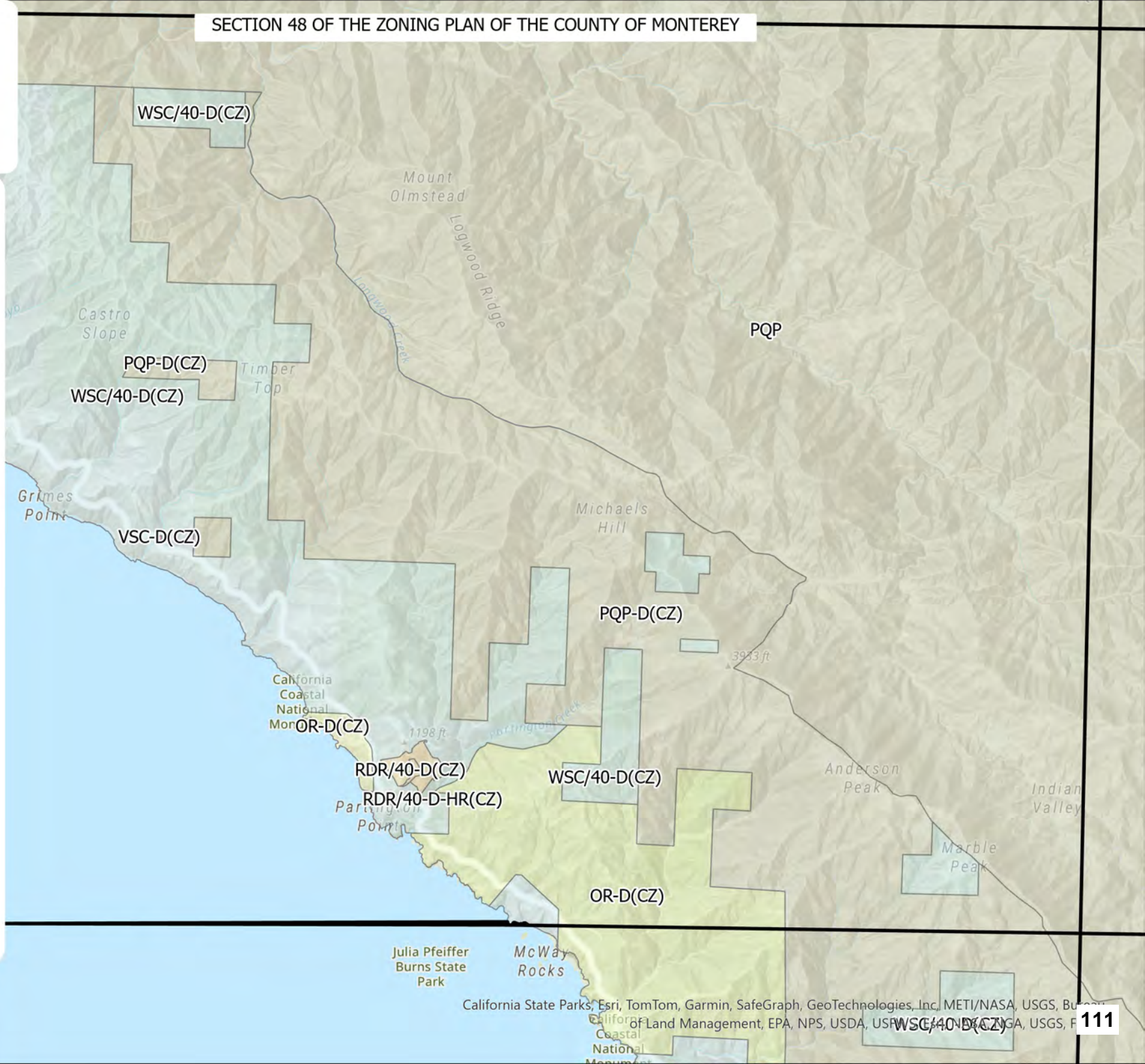
Zoning Updates

Sectional District Boundary

### Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

## SECTION 48 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY



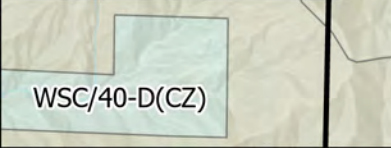
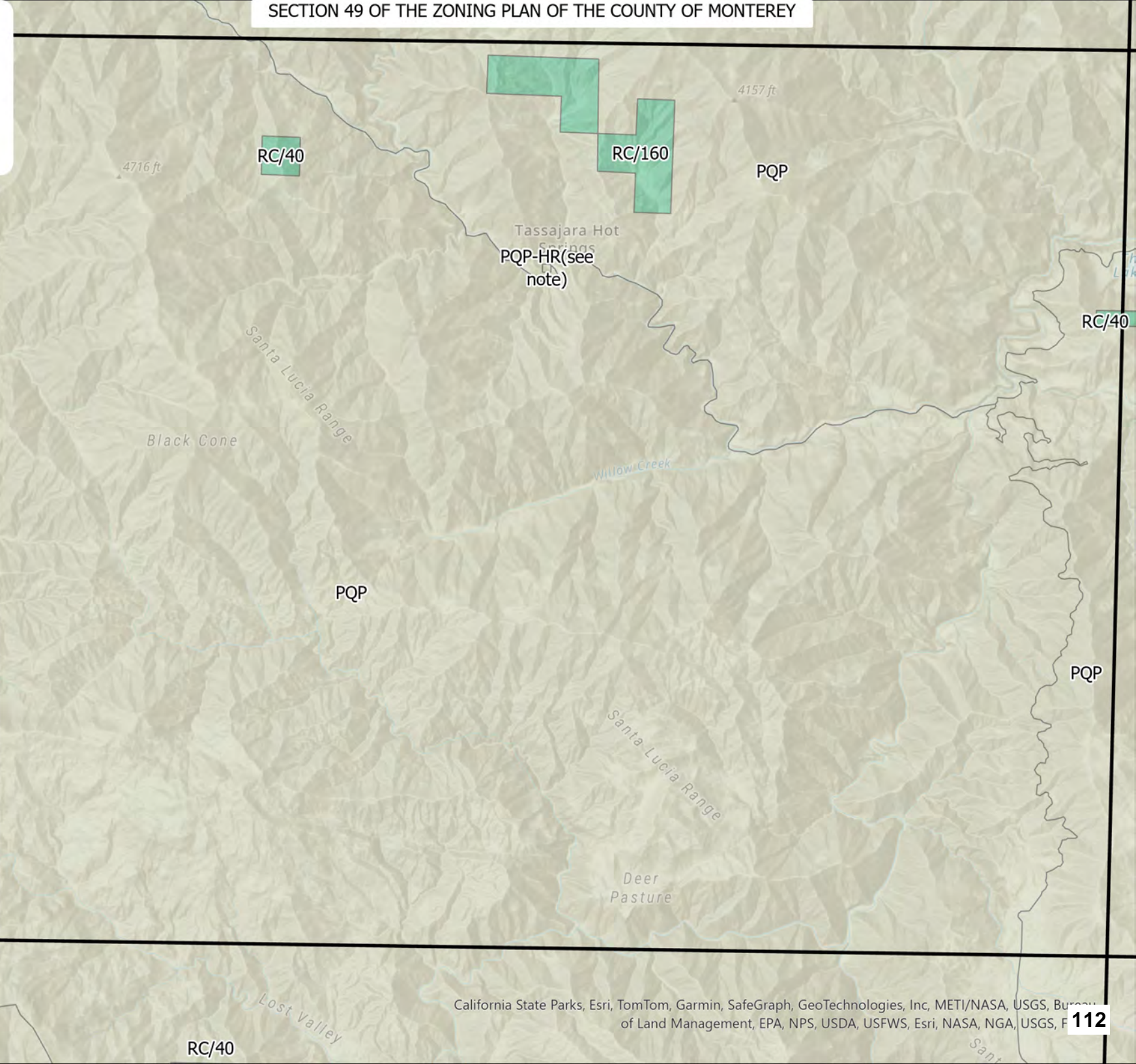
SECTION 49 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3710  
Adopted Ord. Date: 9/21/93  
Amended Ord. Number: 3767  
Amended Ord. Date: 6/7/94

Zoning Updates  
Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC





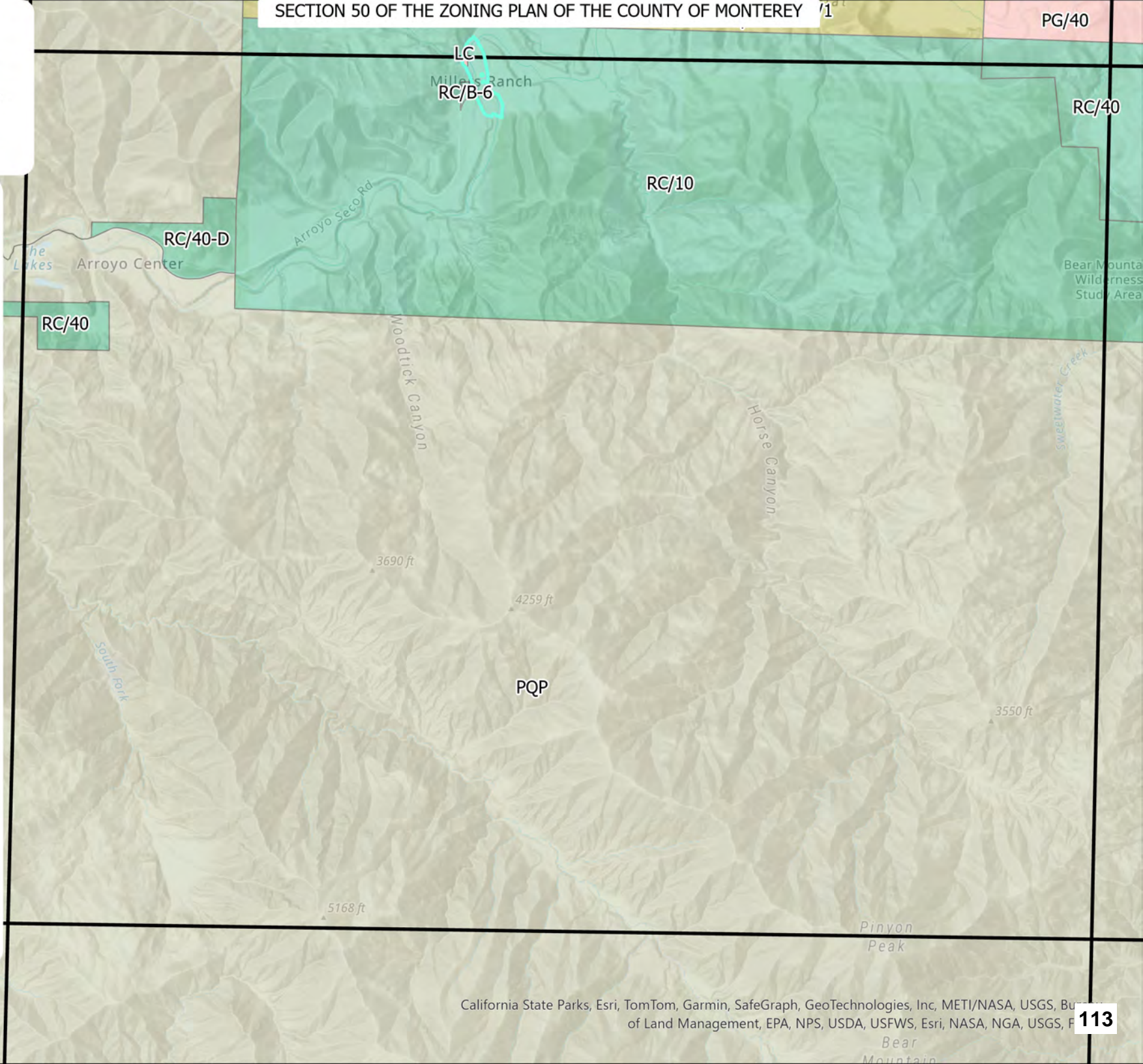
Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number: 3767  
 Amended Ord. Date: 6/7/94

SECTION 50 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

- Zoning Updates
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



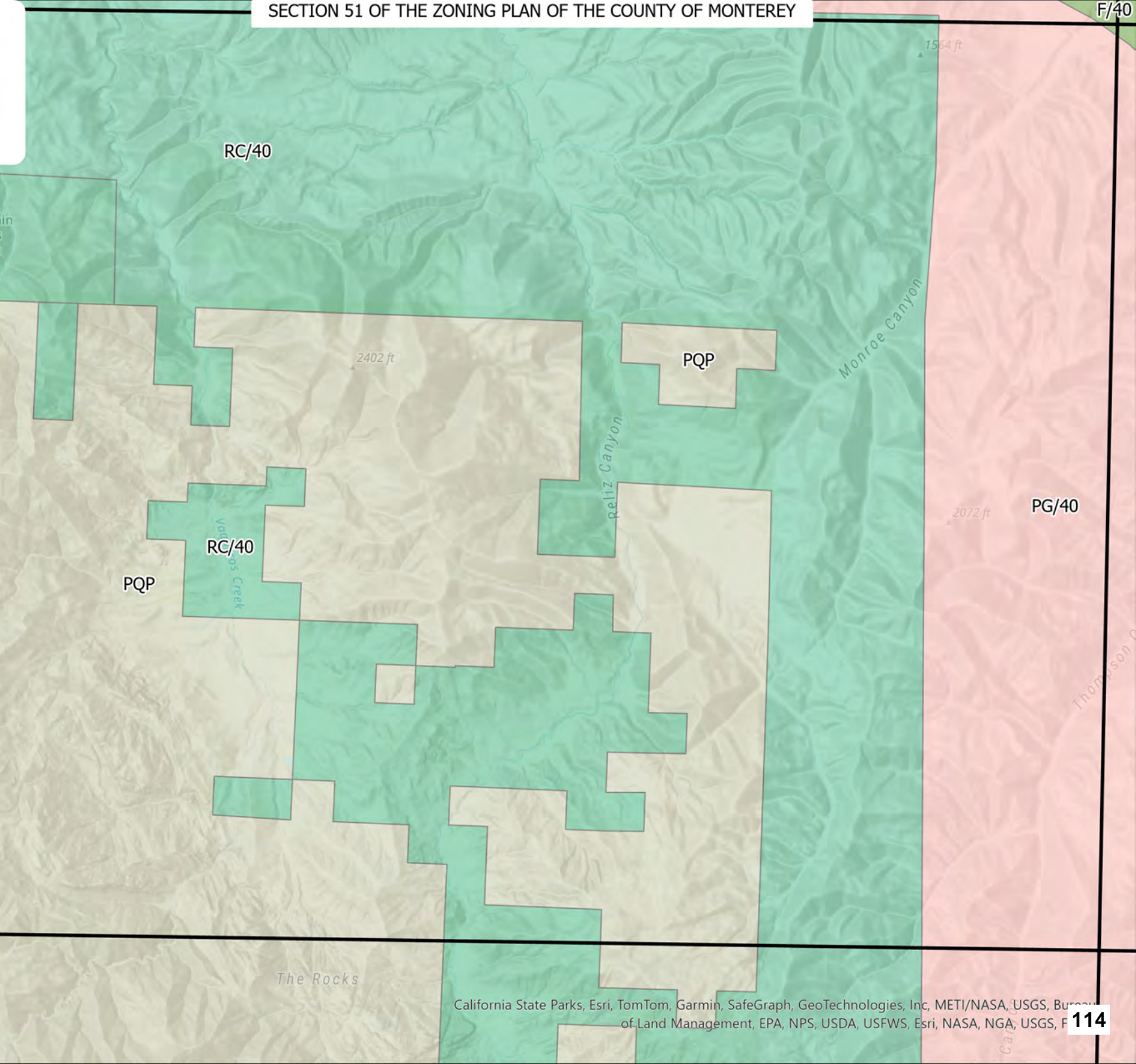
SECTION 51 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3710  
Adopted Ord. Date: 9/21/93  
Amended Ord. Number:  
Amended Ord. Date:

Zoning Updates  
Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



SECTION 52 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3710

Adopted Ord. Date: 9/21/93

Amended Ord. Number: 5017

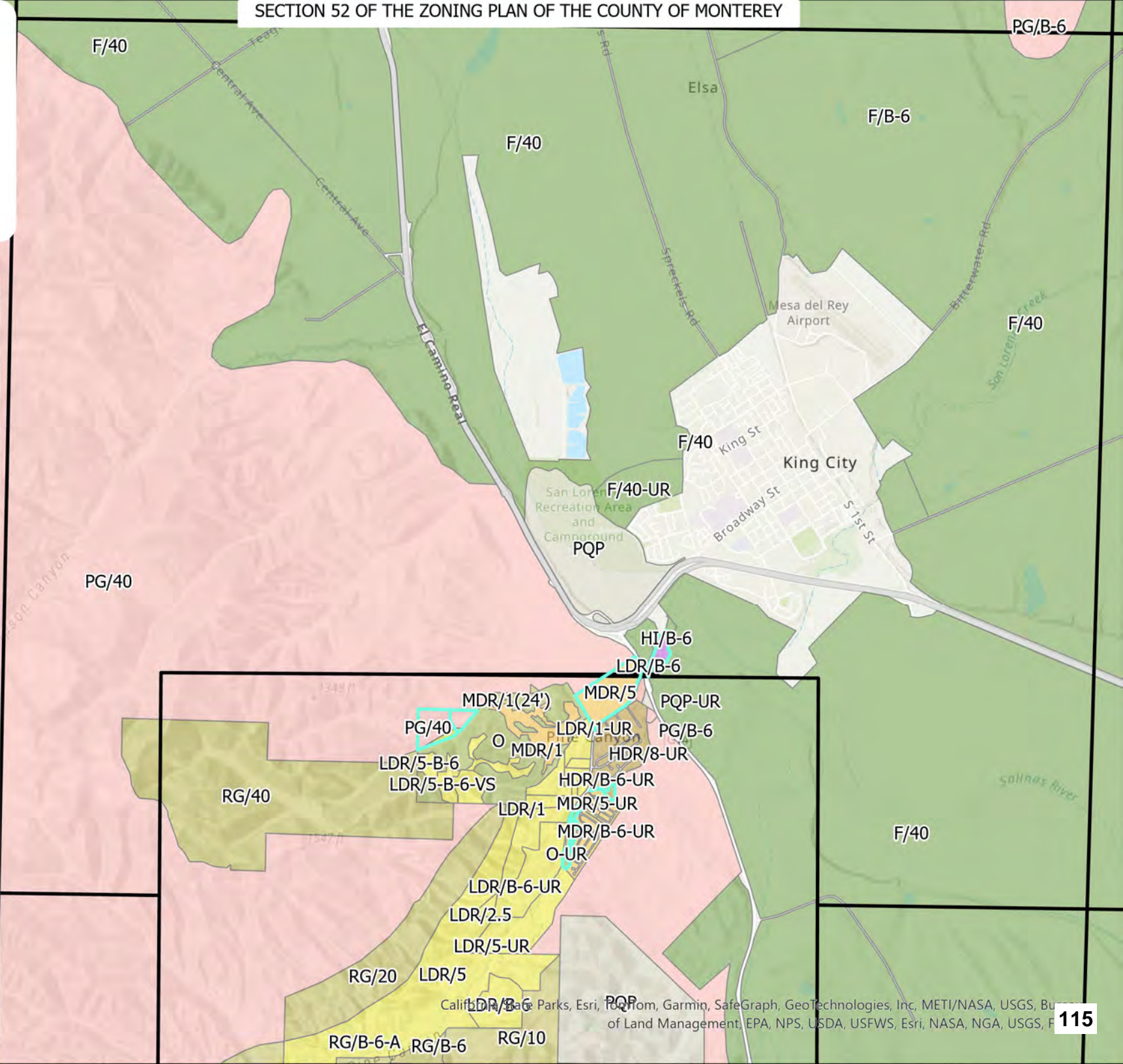
Amended Ord. Date: 2/14/06

**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



SECTION 53 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

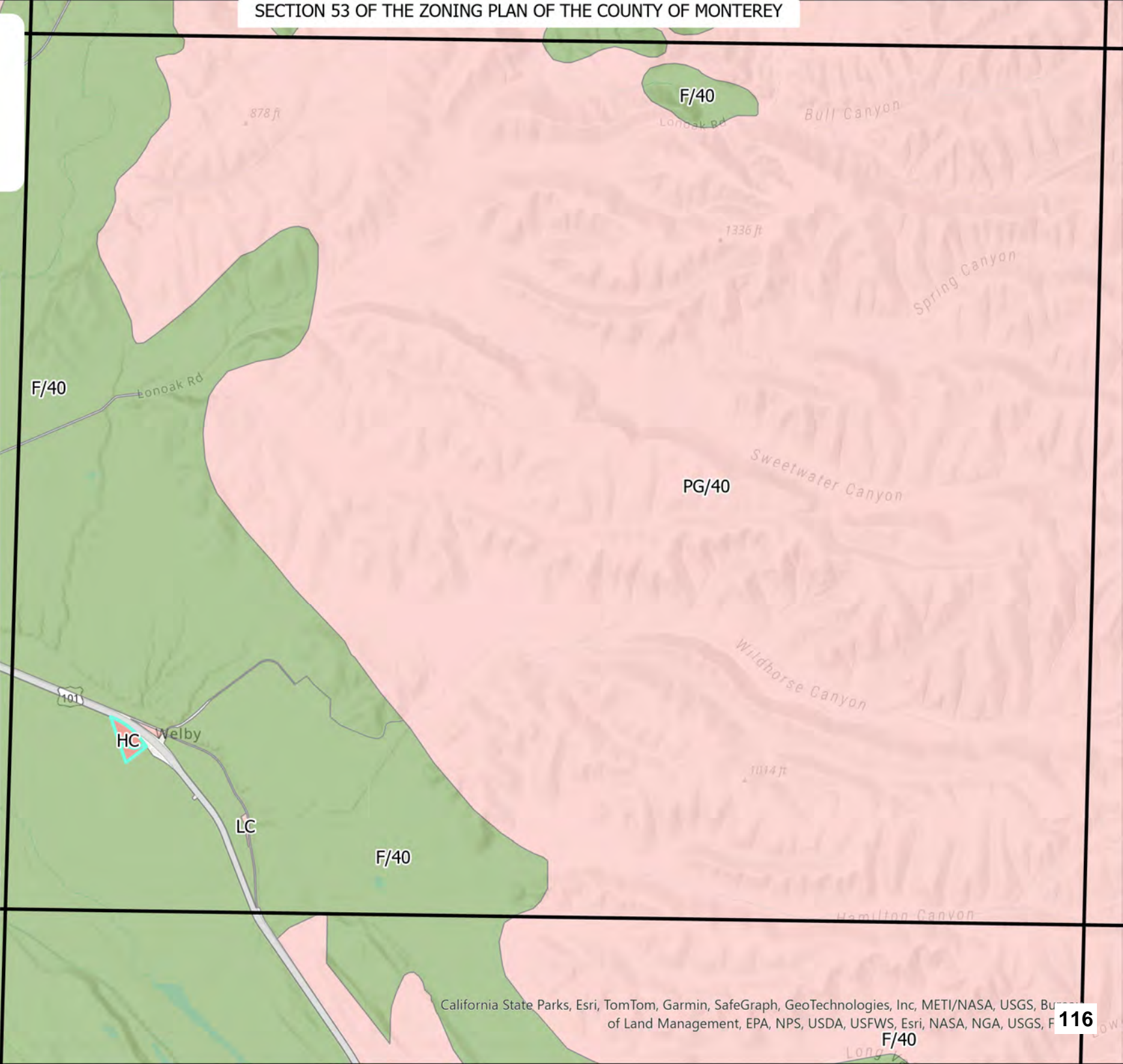
Adopted Ord. Number: 3710  
 Adopted Ord. Date: 9/21/93  
 Amended Ord. Number:  
 Amended Ord. Date:

**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



SECTION 54 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

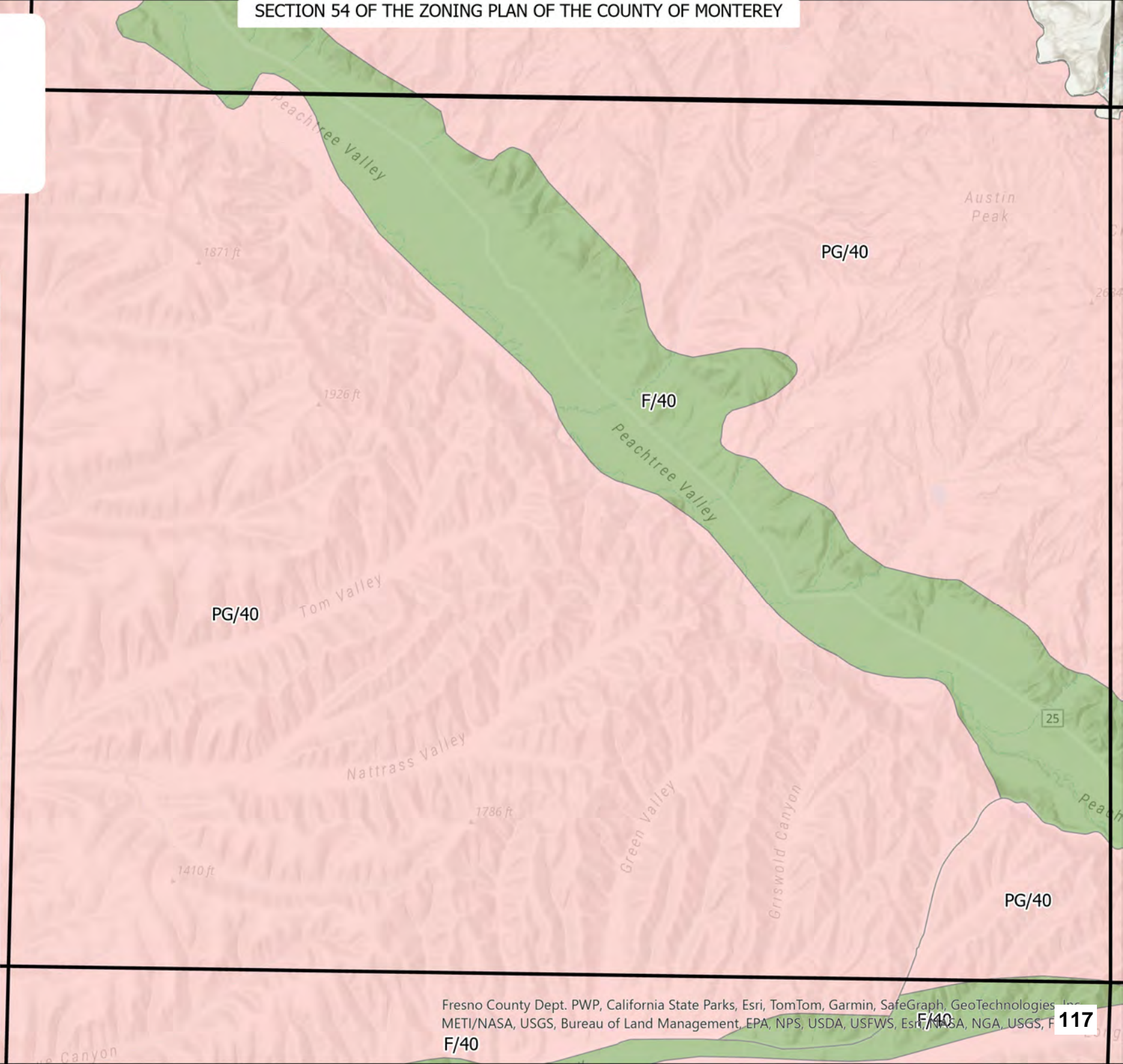
Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number: 3710  
 Amended Ord. Date: 9/21/93

 Zoning Updates

 Sectional District Boundary

**Zoning Districts**

-  AC
-  AI
-  CAP
-  CGC
-  CP
-  F
-  HC
-  HDR
-  HI
-  IC
-  LC
-  LDR
-  LI
-  MDR
-  MLC
-  MU
-  O
-  OR
-  PG
-  PQP
-  RC
-  RDR
-  RG
-  SP
-  VO
-  VSC
-  WSC



Adopted Ord. Number: 3669



Adopted Ord. Date: 3/16/93

Amended Ord. Number: 3710

Amended Ord. Date: 9/21/93

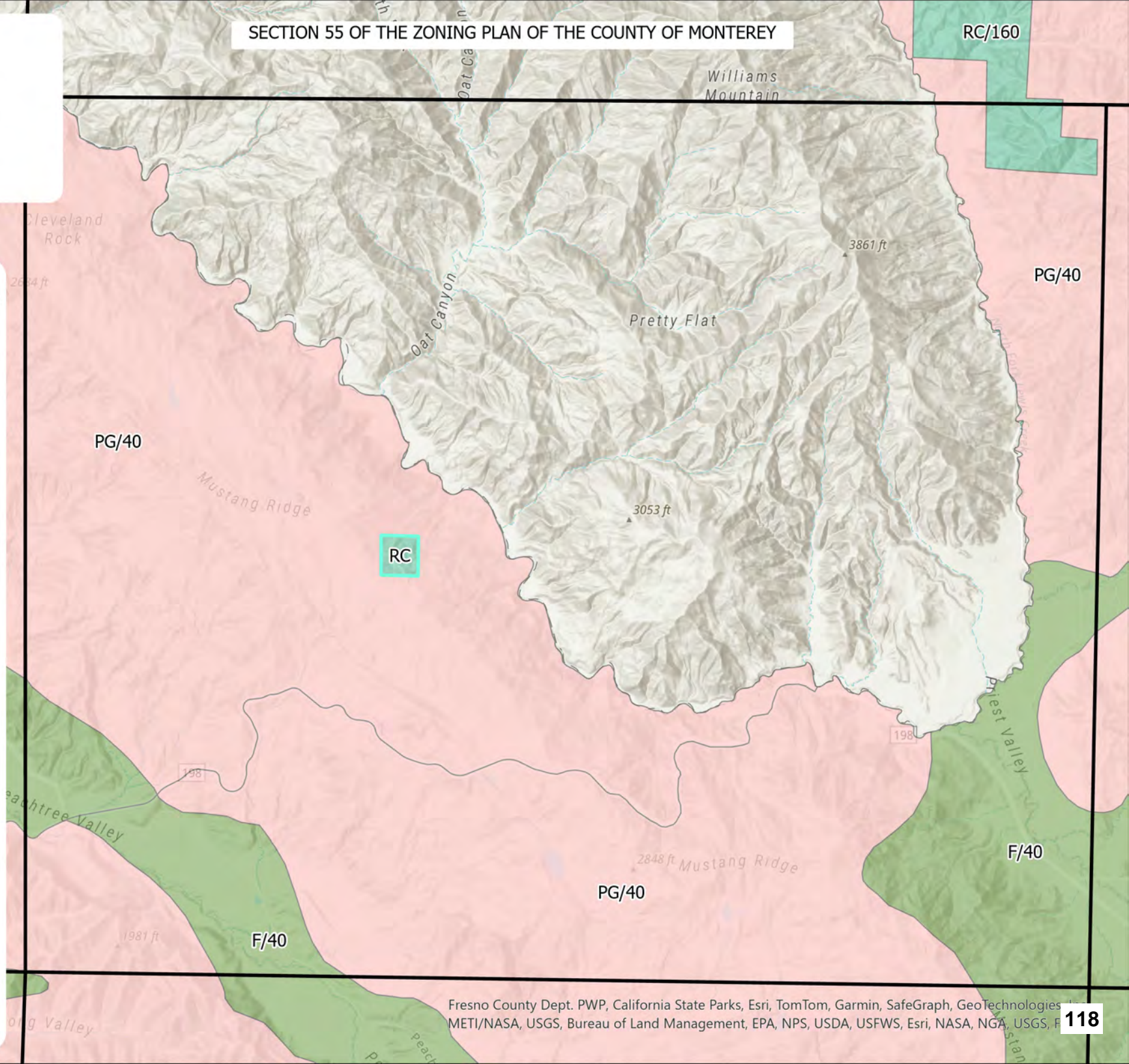
SECTION 55 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

RC/160

-  Zoning Updates
-  Sectional District Boundary

Zoning Districts

-  AC
-  AI
-  CAP
-  CGC
-  CP
-  F
-  HC
-  HDR
-  HI
-  IC
-  LC
-  LDR
-  LI
-  MDR
-  MLC
-  MU
-  O
-  OR
-  PG
-  PQP
-  RC
-  RDR
-  RG
-  SP
-  VO
-  VSC
-  WSC



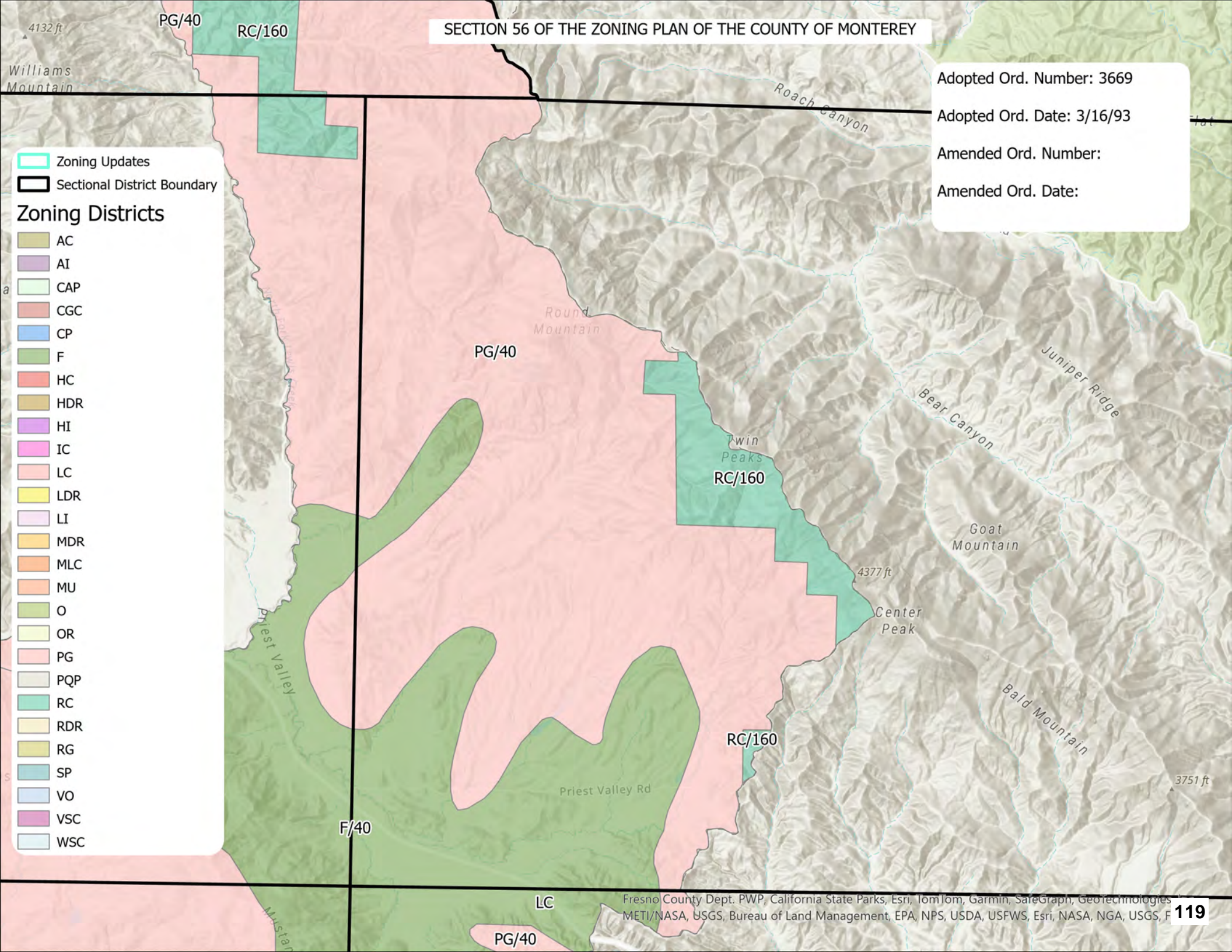
SECTION 56 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669  
Adopted Ord. Date: 3/16/93  
Amended Ord. Number:  
Amended Ord. Date:

- Zoning Updates
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



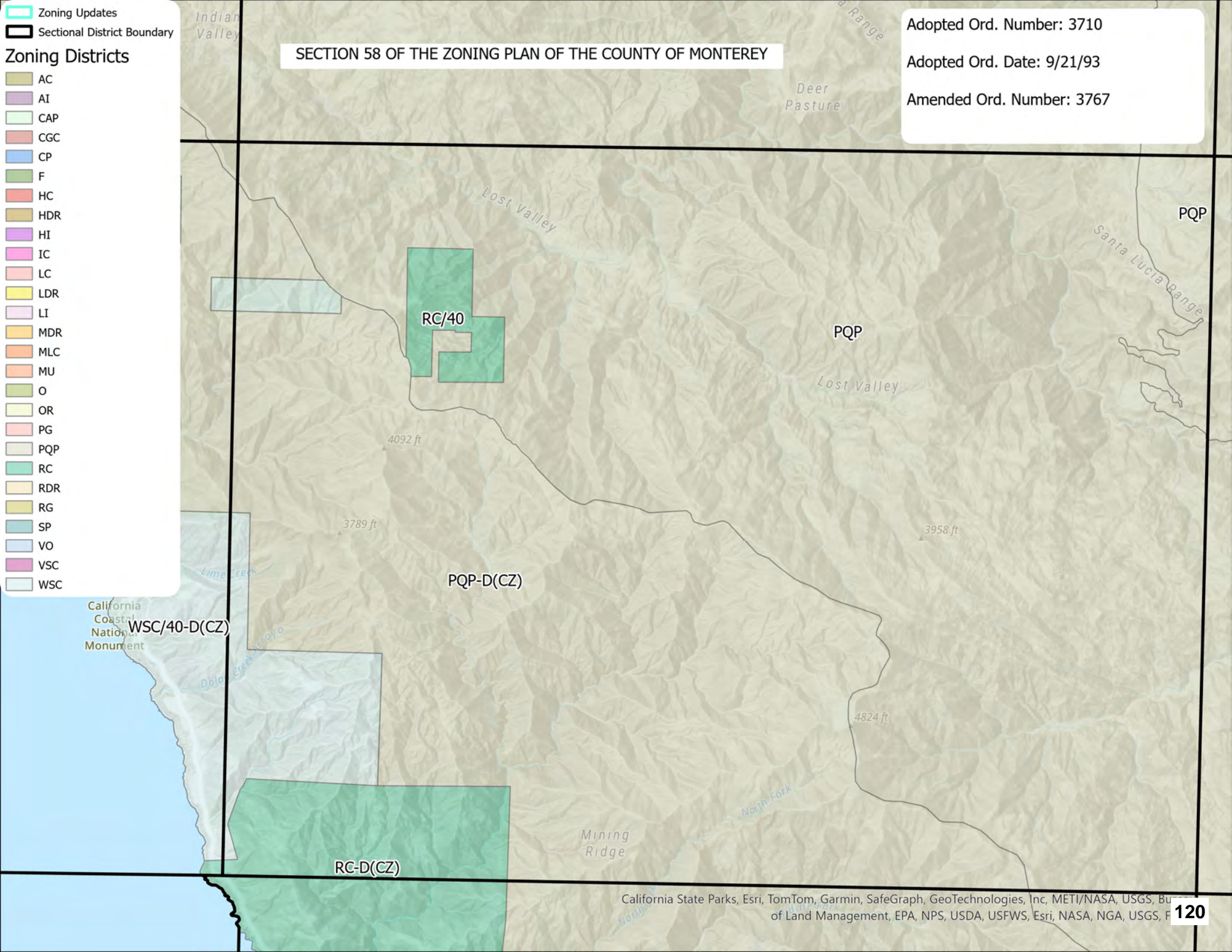
Zoning Updates  
Sectional District Boundary

### Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

## SECTION 58 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3710  
Adopted Ord. Date: 9/21/93  
Amended Ord. Number: 3767





Zoning Updates

Sectional District Boundary

### Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

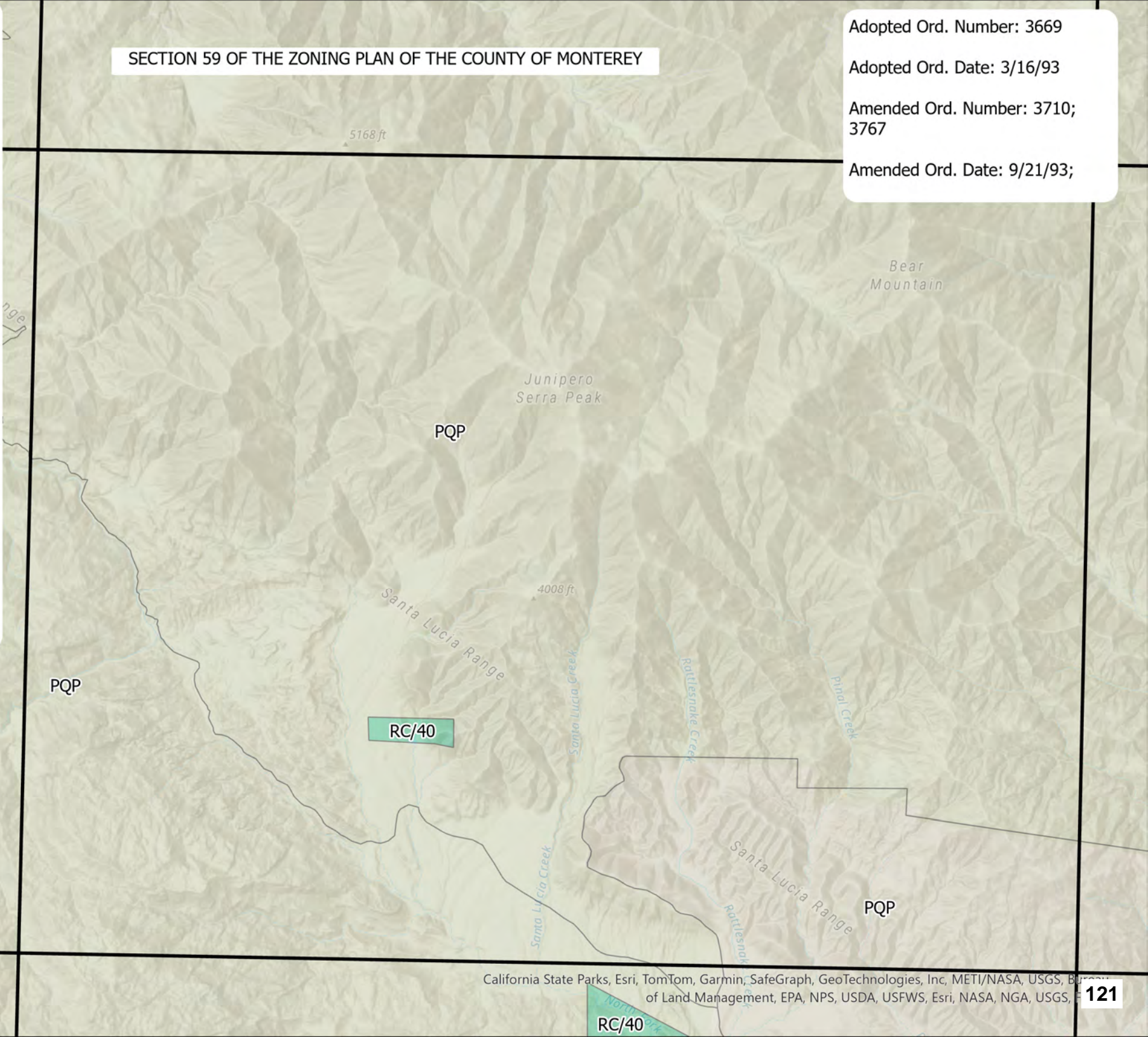
SECTION 59 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number: 3710;  
3767

Amended Ord. Date: 9/21/93;



PQP-D(CZ)

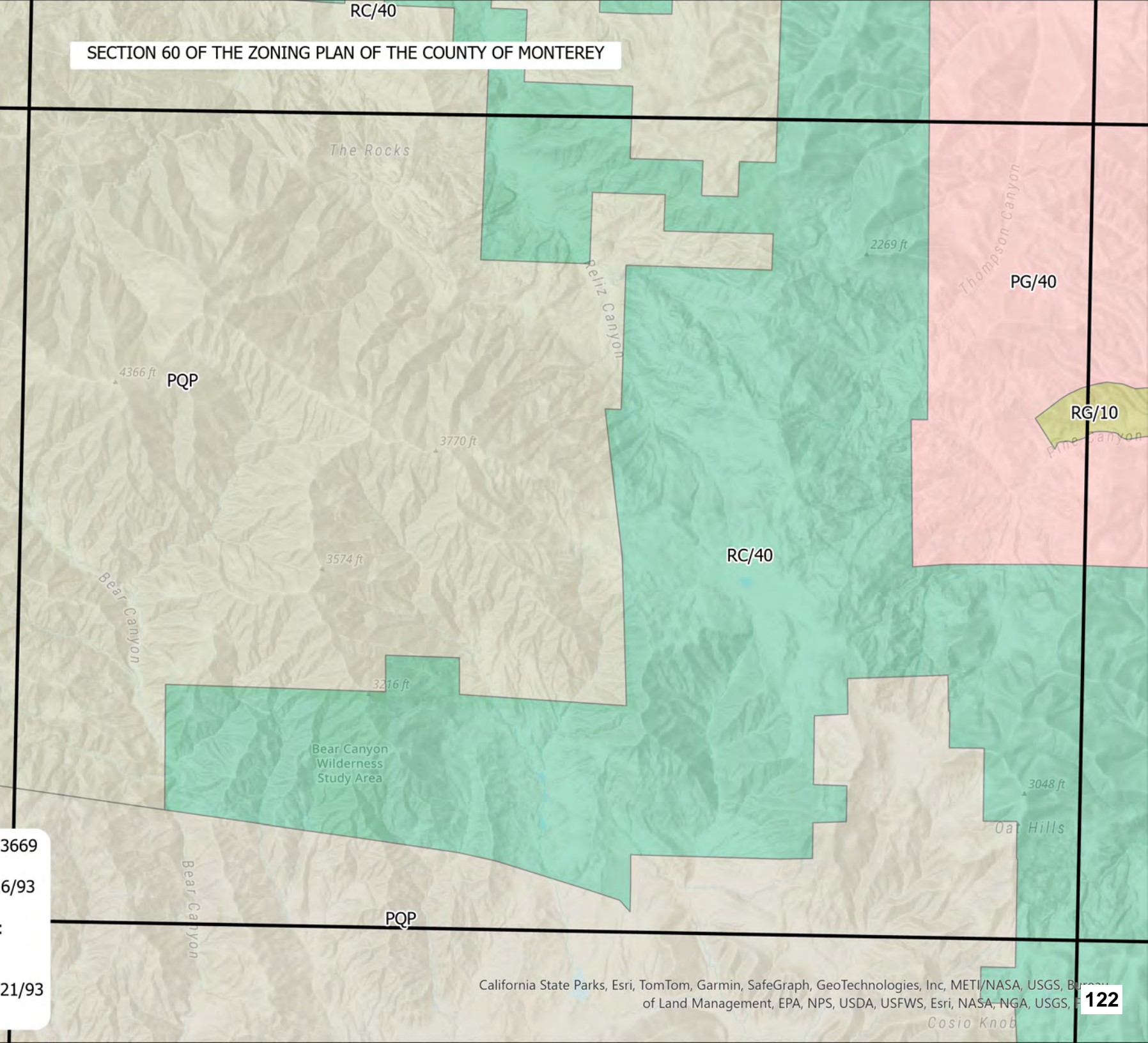
Zoning Updates

Sectional District Boundary

### Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

SECTION 60 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

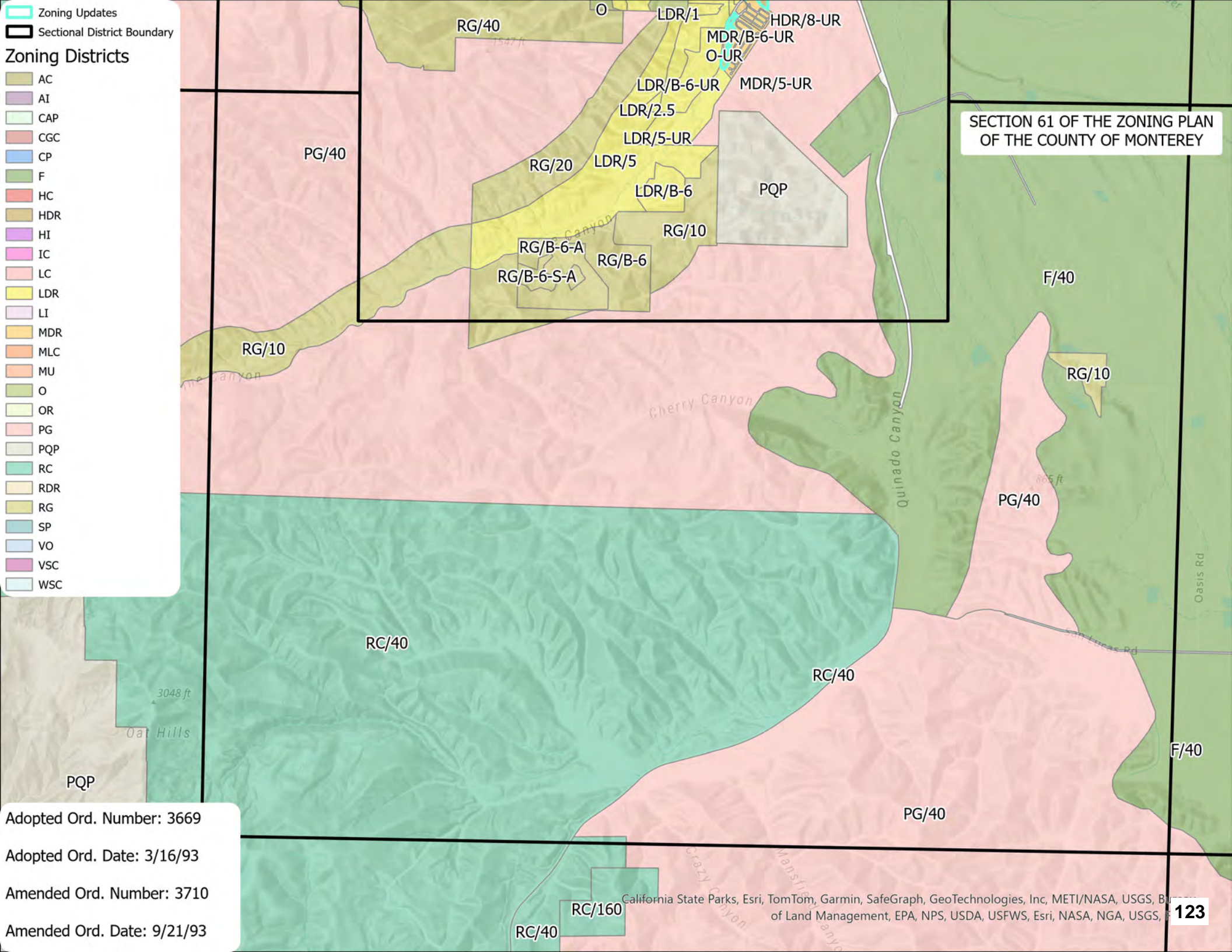


Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:  
3710

Amended Ord. Date: 9/21/93



**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

**SECTION 61 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY**

Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number: 3710  
 Amended Ord. Date: 9/21/93

SECTION 62 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

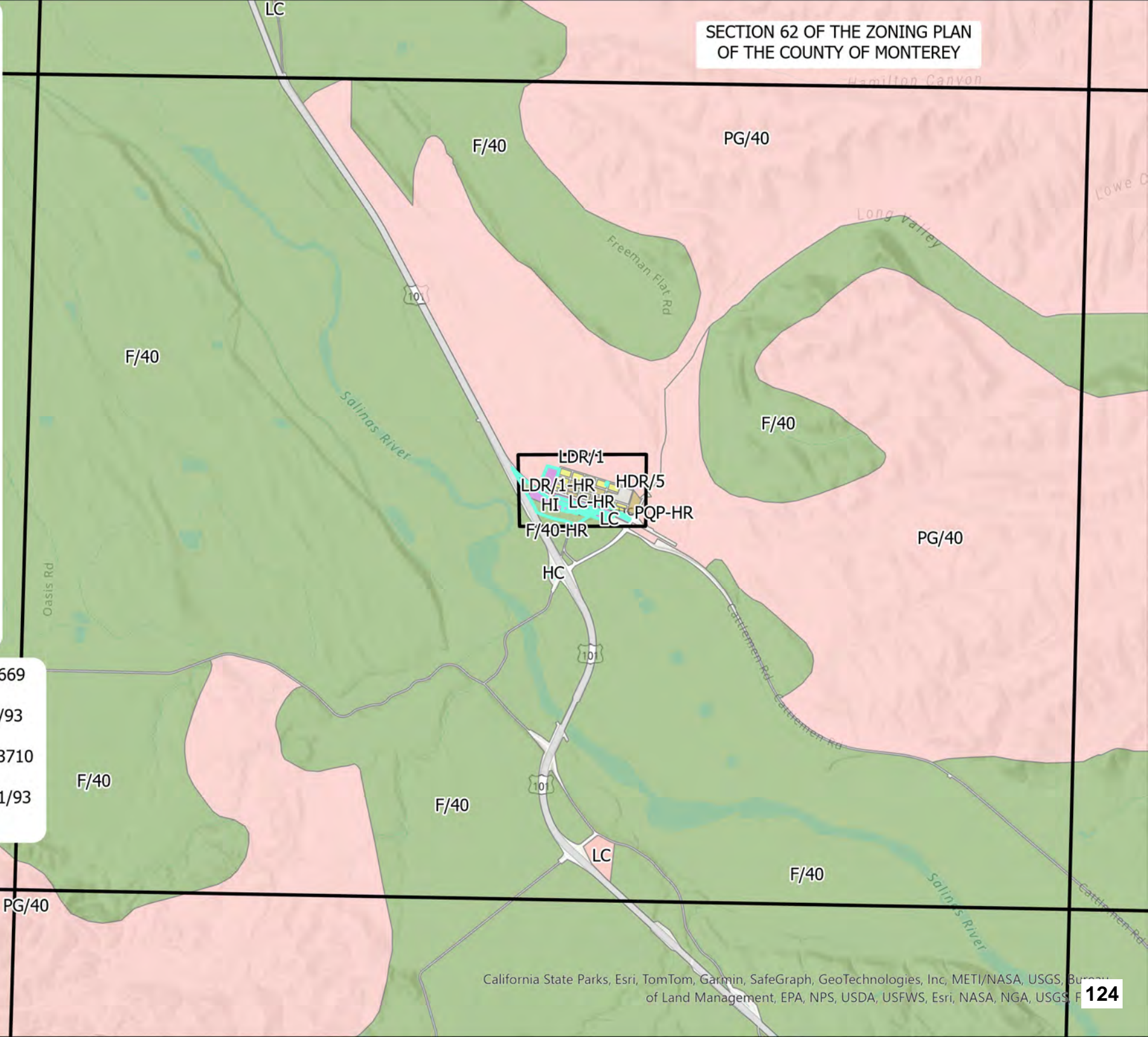
Zoning Updates

Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number: 3710  
 Amended Ord. Date: 9/21/93



SECTION 63 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

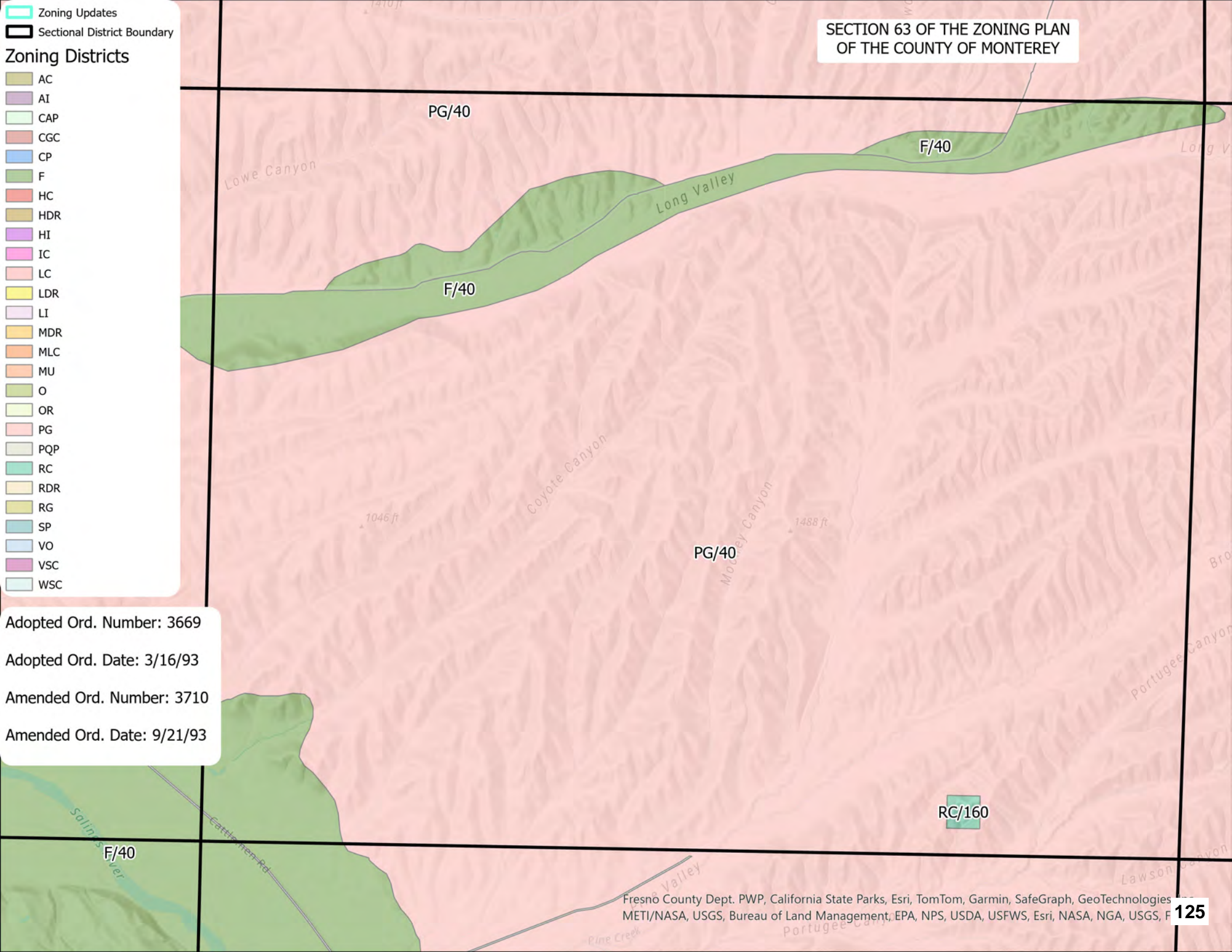
Zoning Updates

Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number: 3710  
 Amended Ord. Date: 9/21/93



SECTION 64 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

Zoning Updates

Sectional District Boundary

Zoning Districts

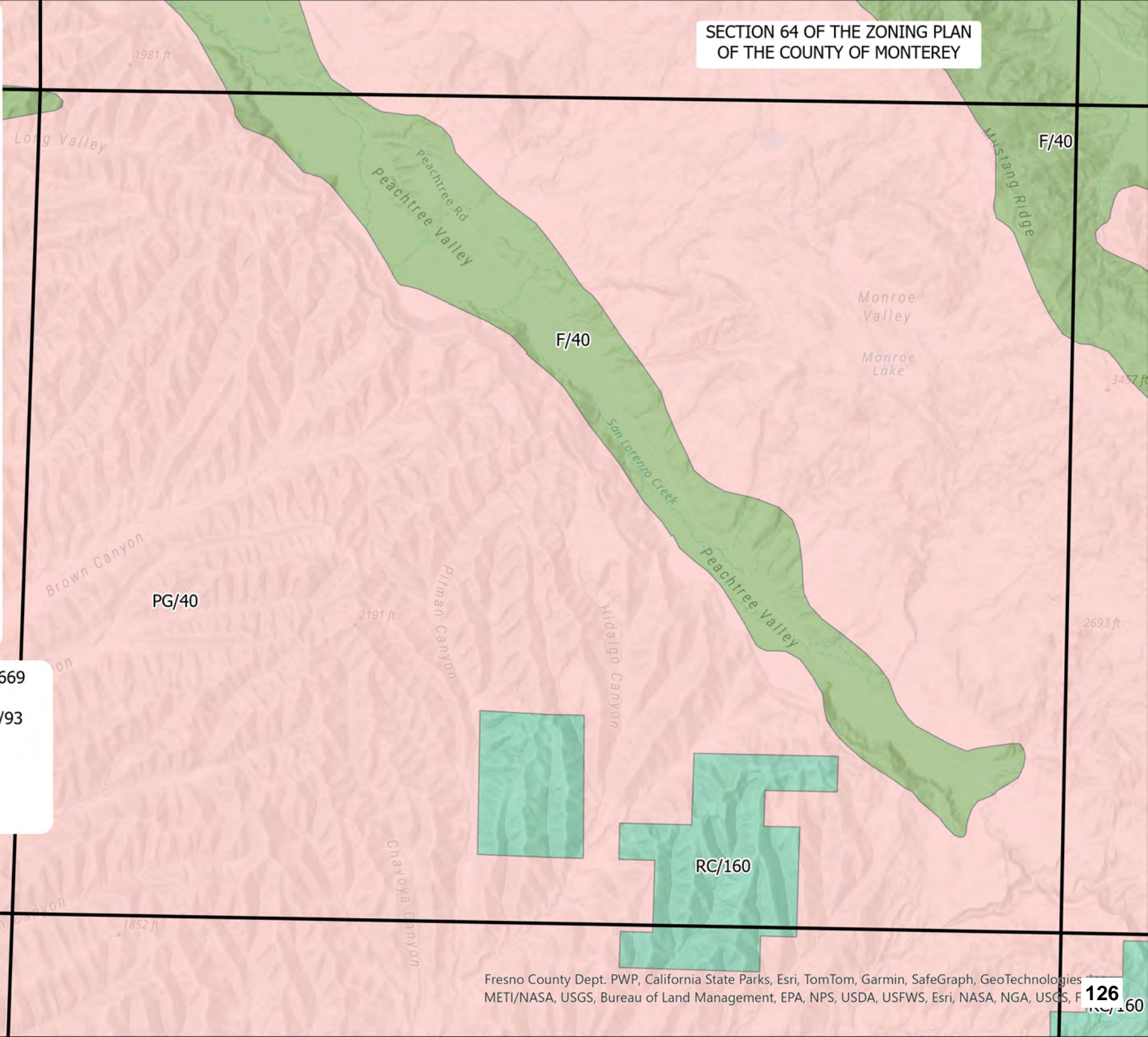
- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:

Amended Ord. Date:



SECTION 65 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

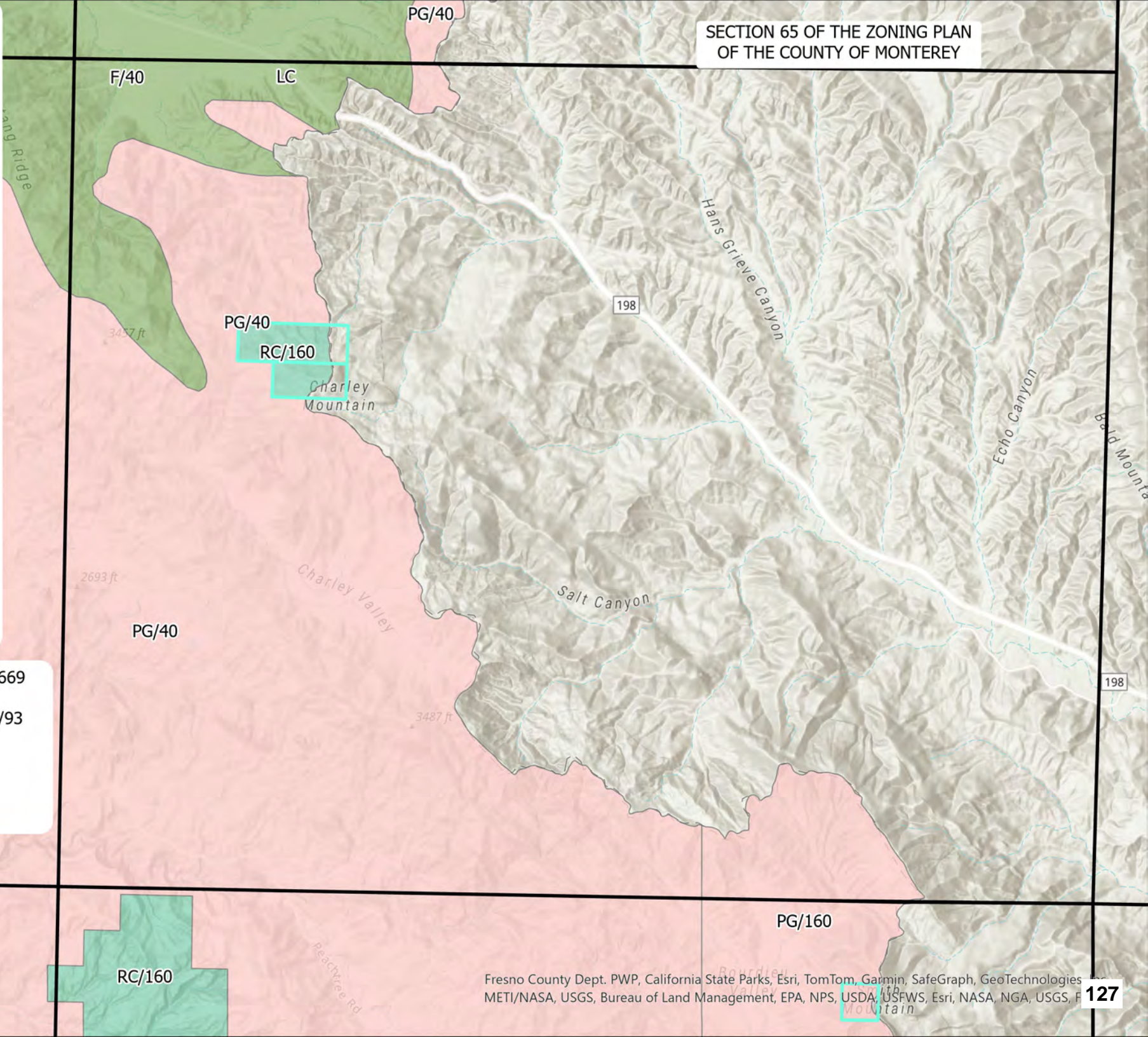
 Zoning Updates

 Sectional District Boundary

### Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

Adopted Ord. Number: 3669  
Adopted Ord. Date: 3/16/93  
Amended Ord. Number:  
Amended Ord. Date:



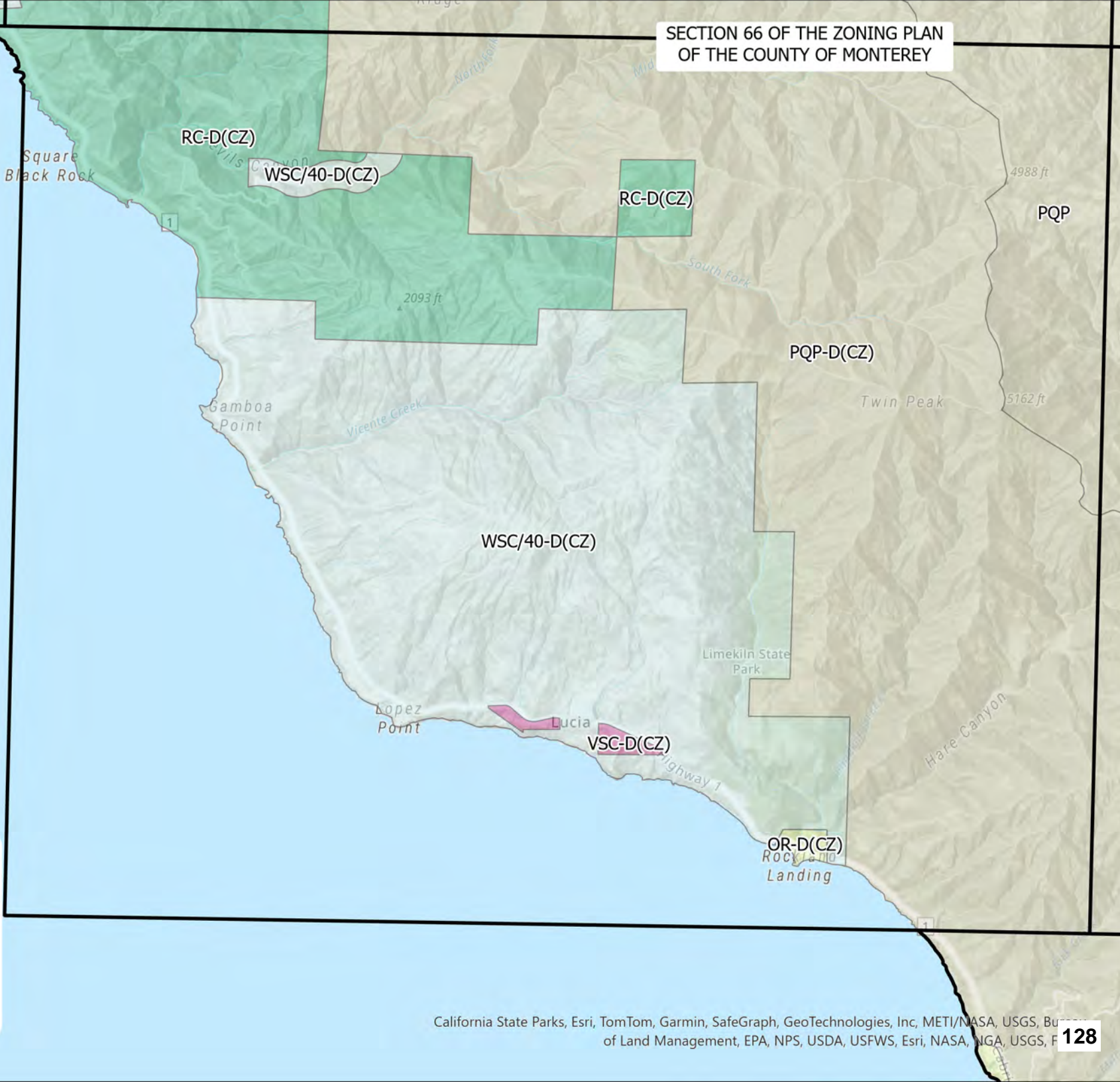
SECTION 66 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

Zoning Updates

Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number: 3767

Adopted Ord. Date: 6/7/94

Amended Ord. Number:

Amended Ord. Date:



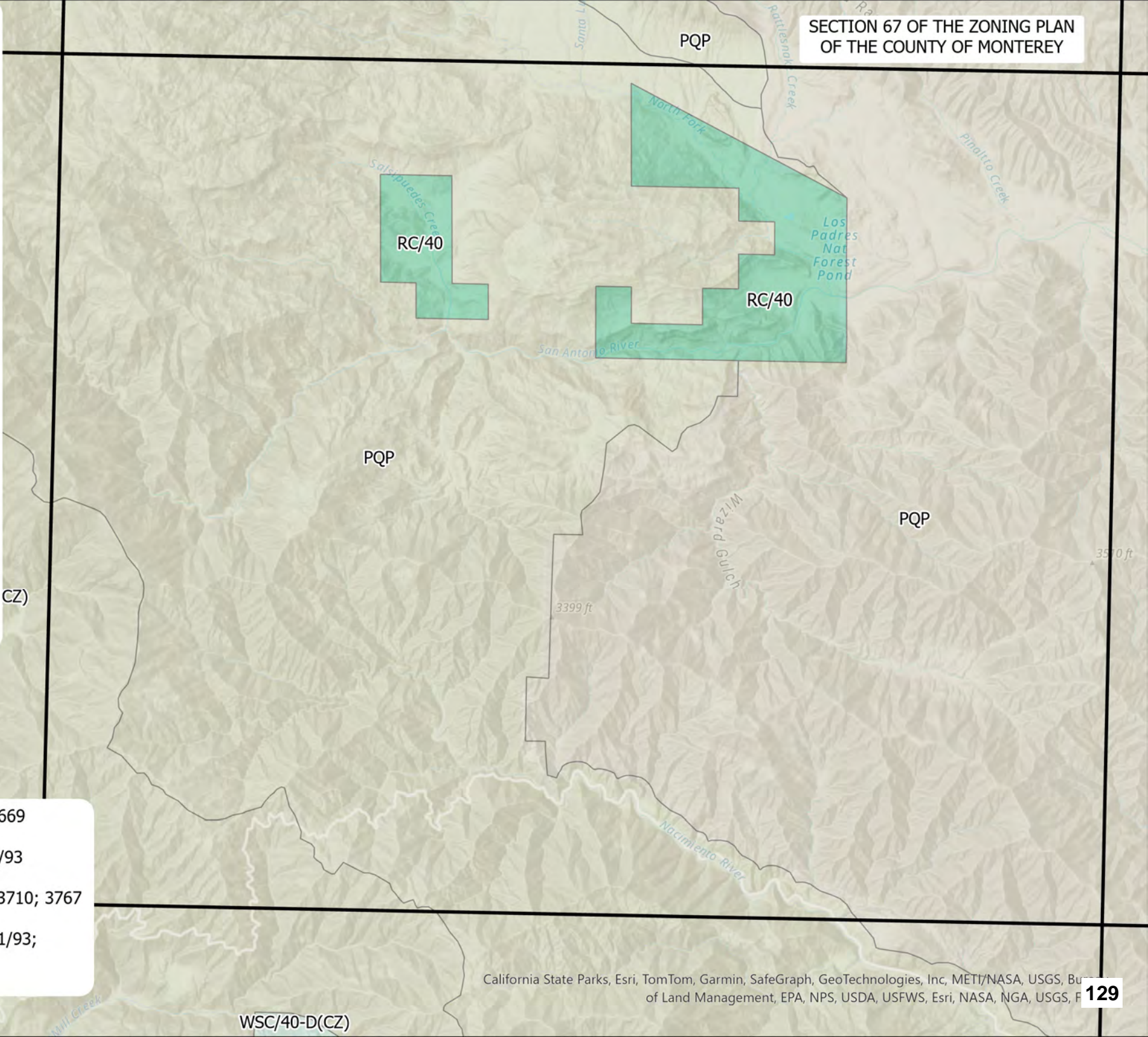
SECTION 67 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

Zoning Updates

Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



WSC/40-D(CZ)

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number: 3710; 3767

Amended Ord. Date: 9/21/93;  
6/7/94

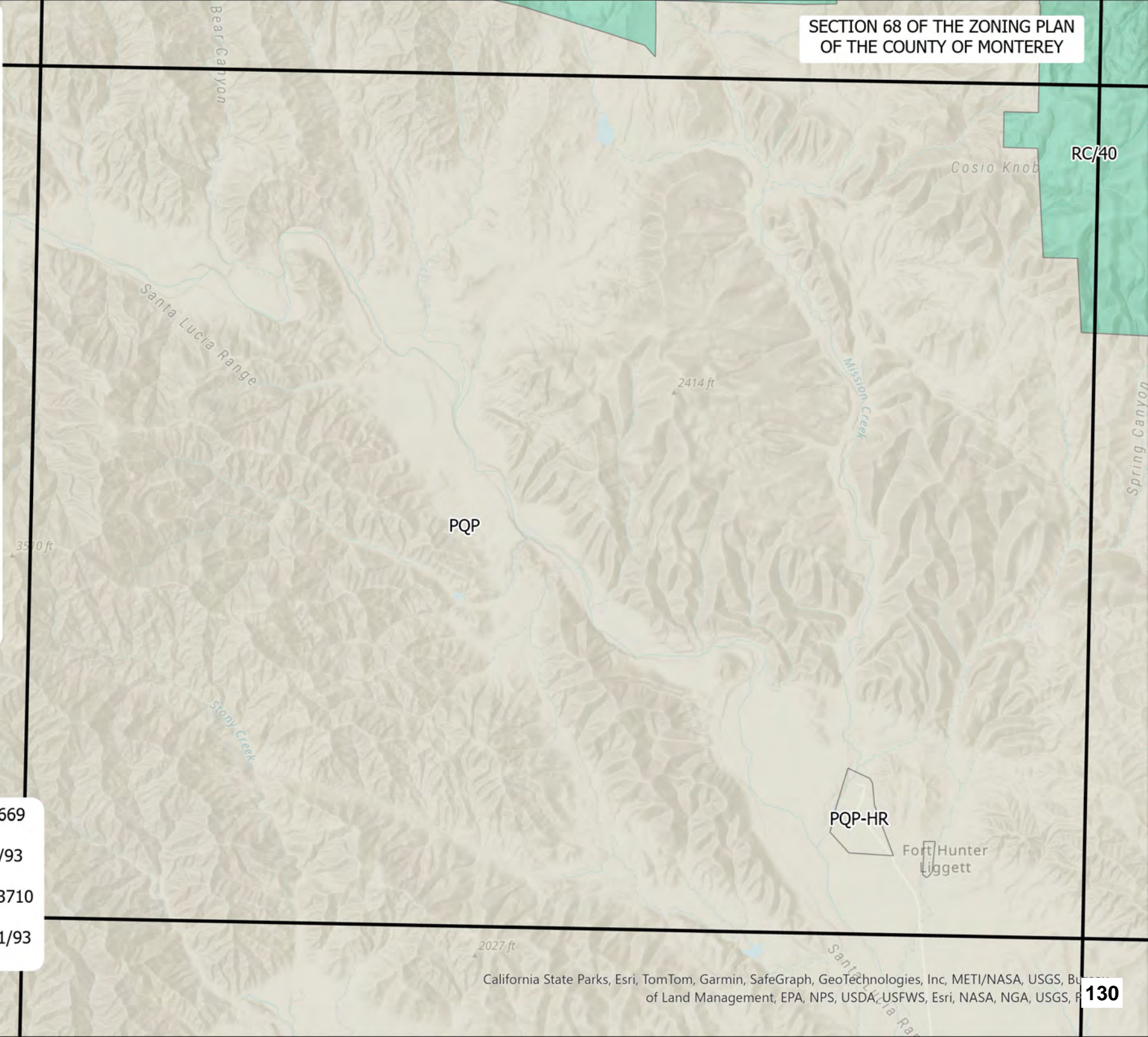
SECTION 68 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

Zoning Updates

Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



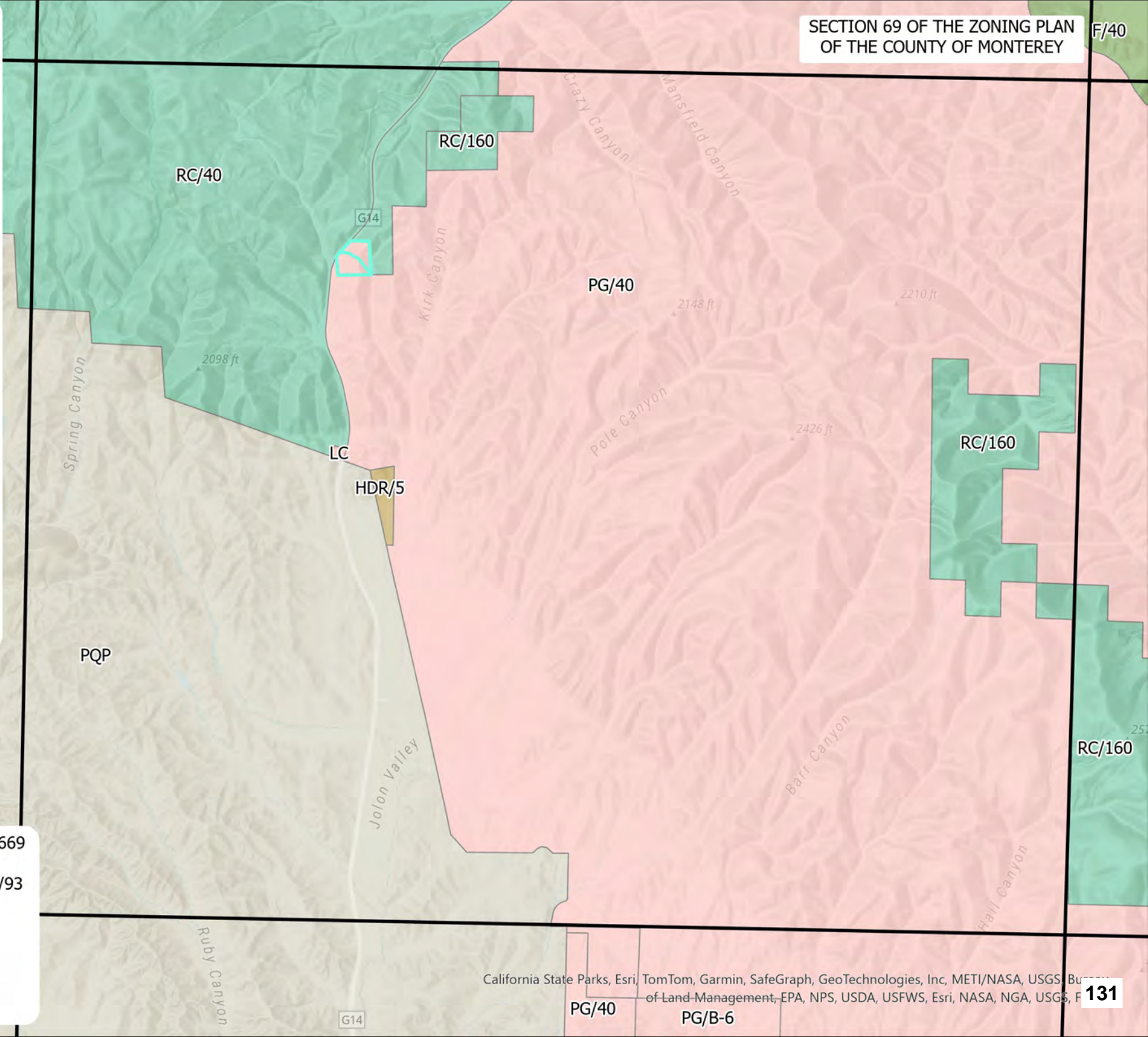
Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number: 3710  
 Amended Ord. Date: 9/21/93

Zoning Updates

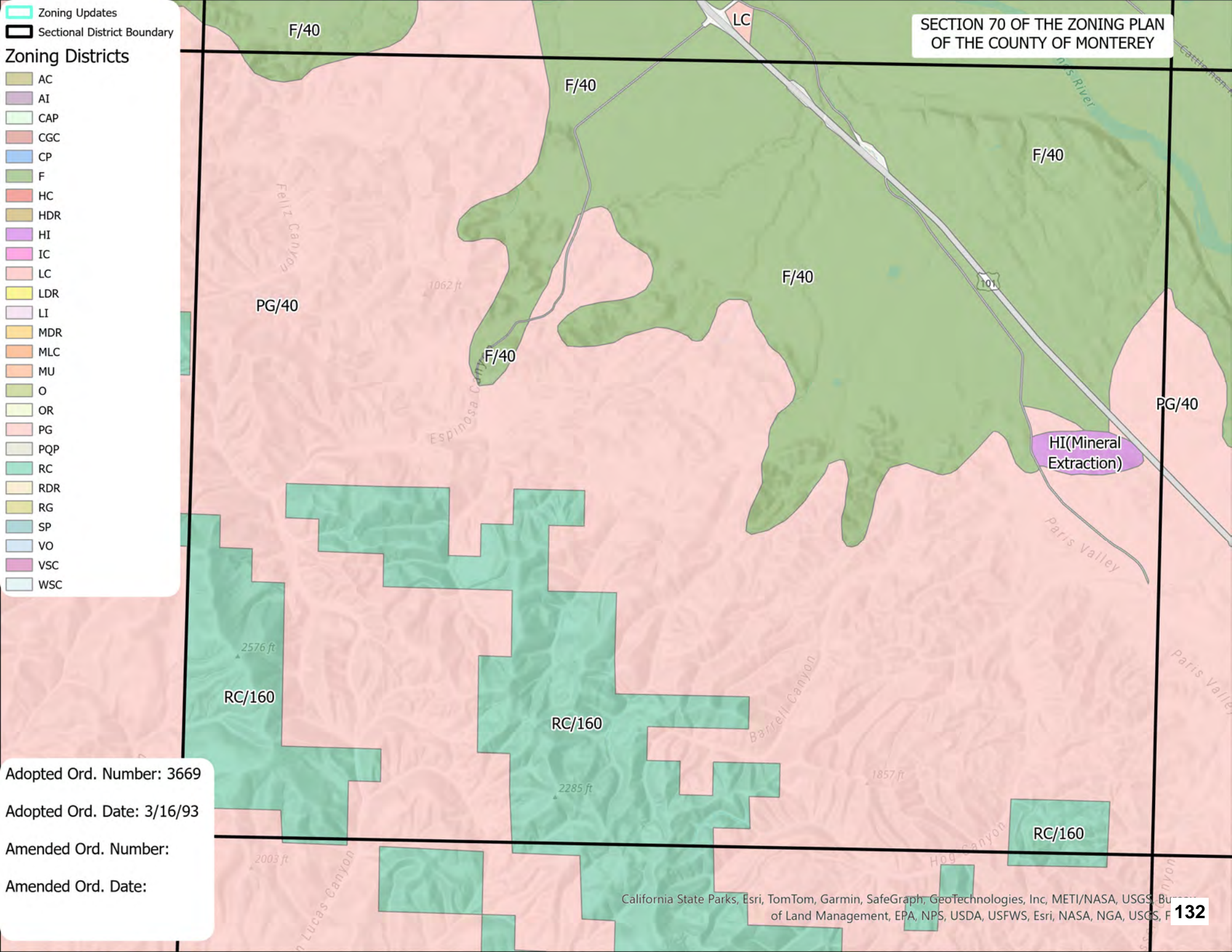
Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number: 3669  
Adopted Ord. Date: 3/16/93  
Amended Ord. Number:  
3710; 4004  
Amended Ord. Date:  
9/21/93; 3/16/99



**SECTION 70 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY**

**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

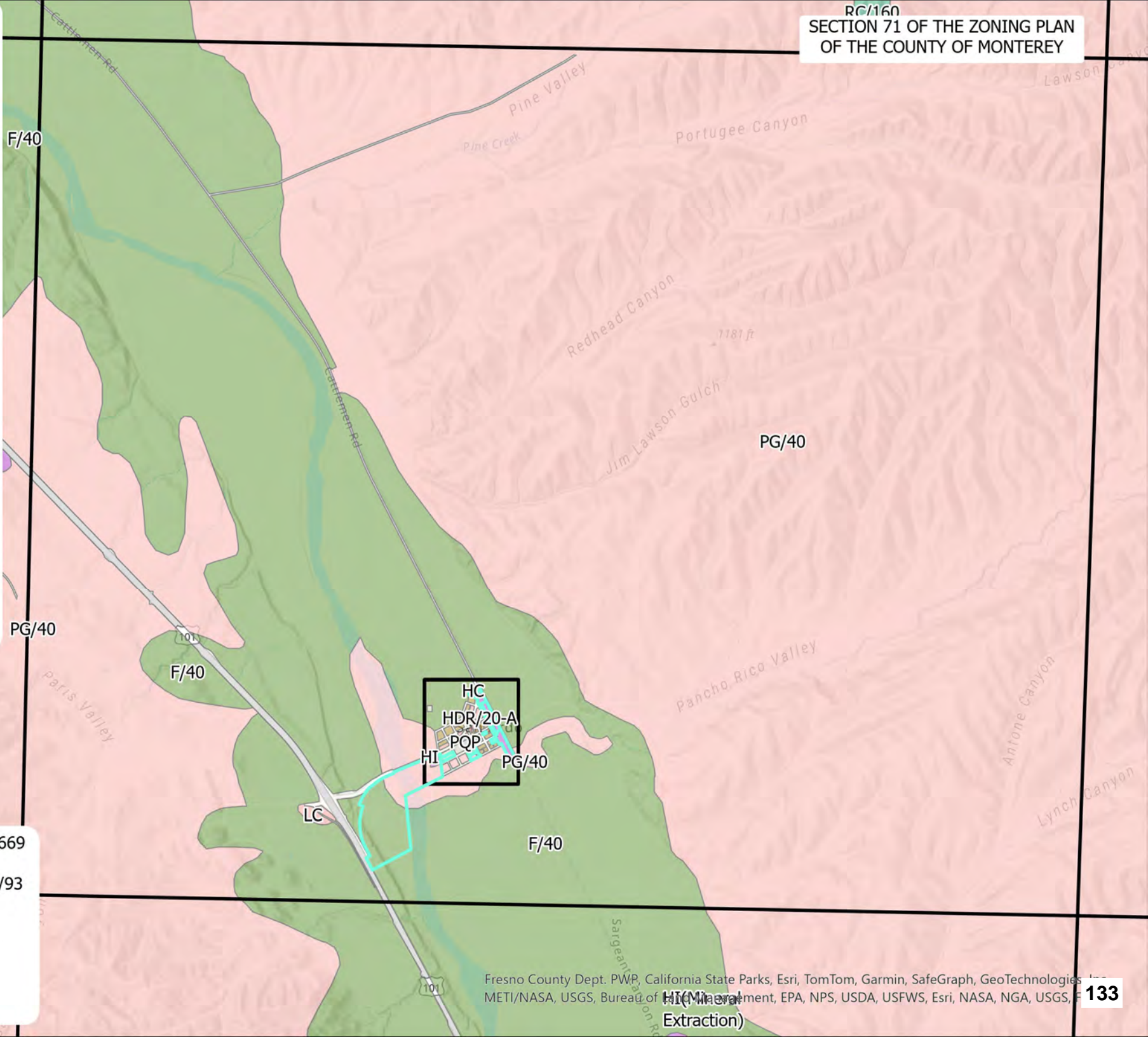
Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number:  
 Amended Ord. Date:

Zoning Updates

Sectional District Boundary

Zoning Districts


- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC




Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number:  
 Amended Ord. Date:

HI(Mineral  
Extraction)

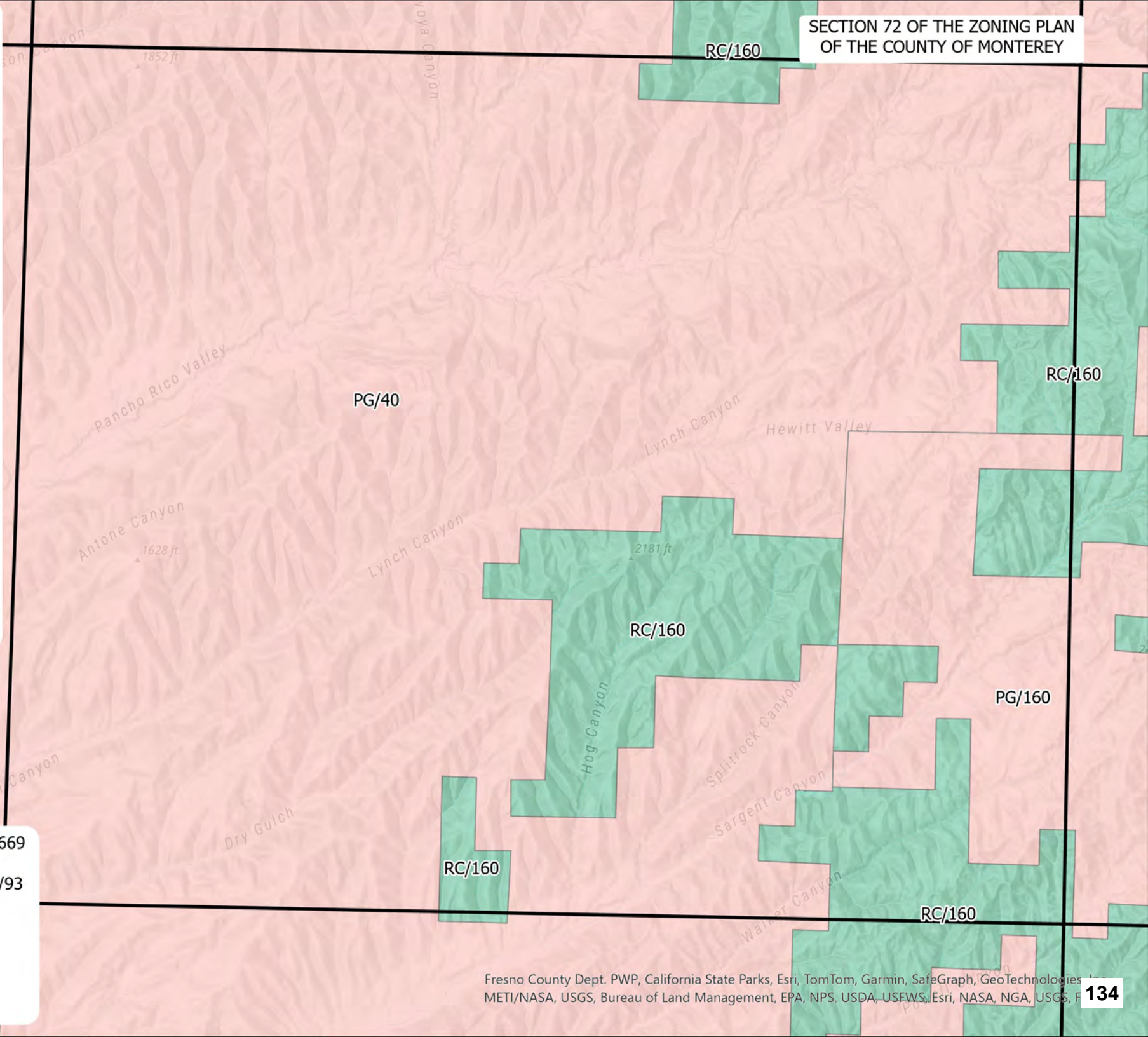
SECTION 72 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

 Zoning Updates

 Sectional District Boundary

**Zoning Districts**

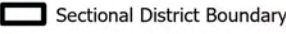
- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



















Adopted Ord. Number: 3669  
Adopted Ord. Date: 3/16/93  
Amended Ord. Number:  
Amended Ord. Date:

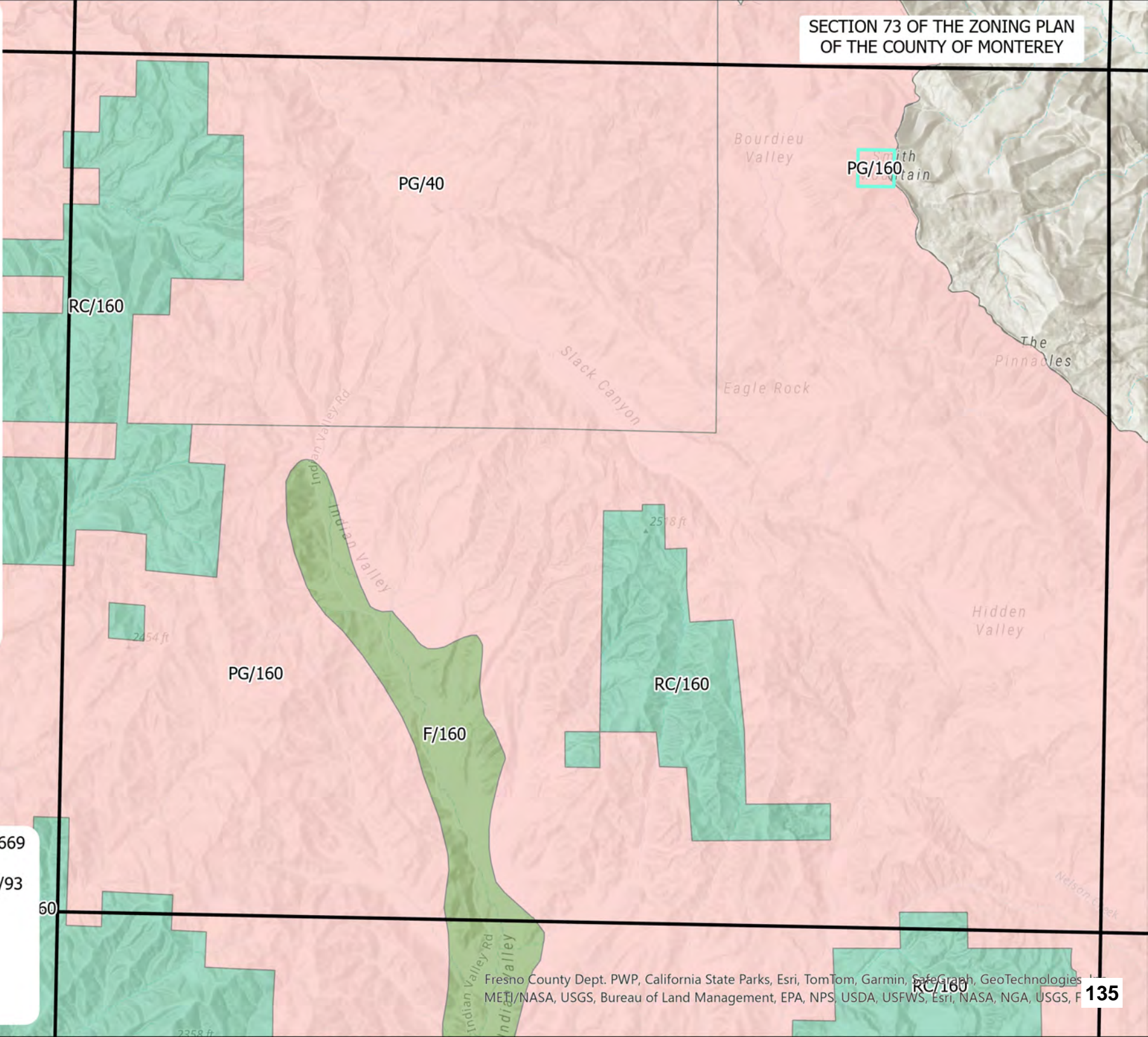
SECTION 73 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

**Zoning Updates**  
 Zoning Updates

**Sectional District Boundary**  
 Sectional District Boundary

**Zoning Districts**

-  AC
-  AI
-  CAP
-  CGC
-  CP
-  F
-  HC
-  HDR
-  HI
-  IC
-  LC
-  LDR
-  LI
-  MDR
-  MLC
-  MU
-  O
-  OR
-  PG
-  PQP
-  RC
-  RDR
-  RG
-  SP
-  VO
-  VSC
-  WSC



Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number:  
 Amended Ord. Date:

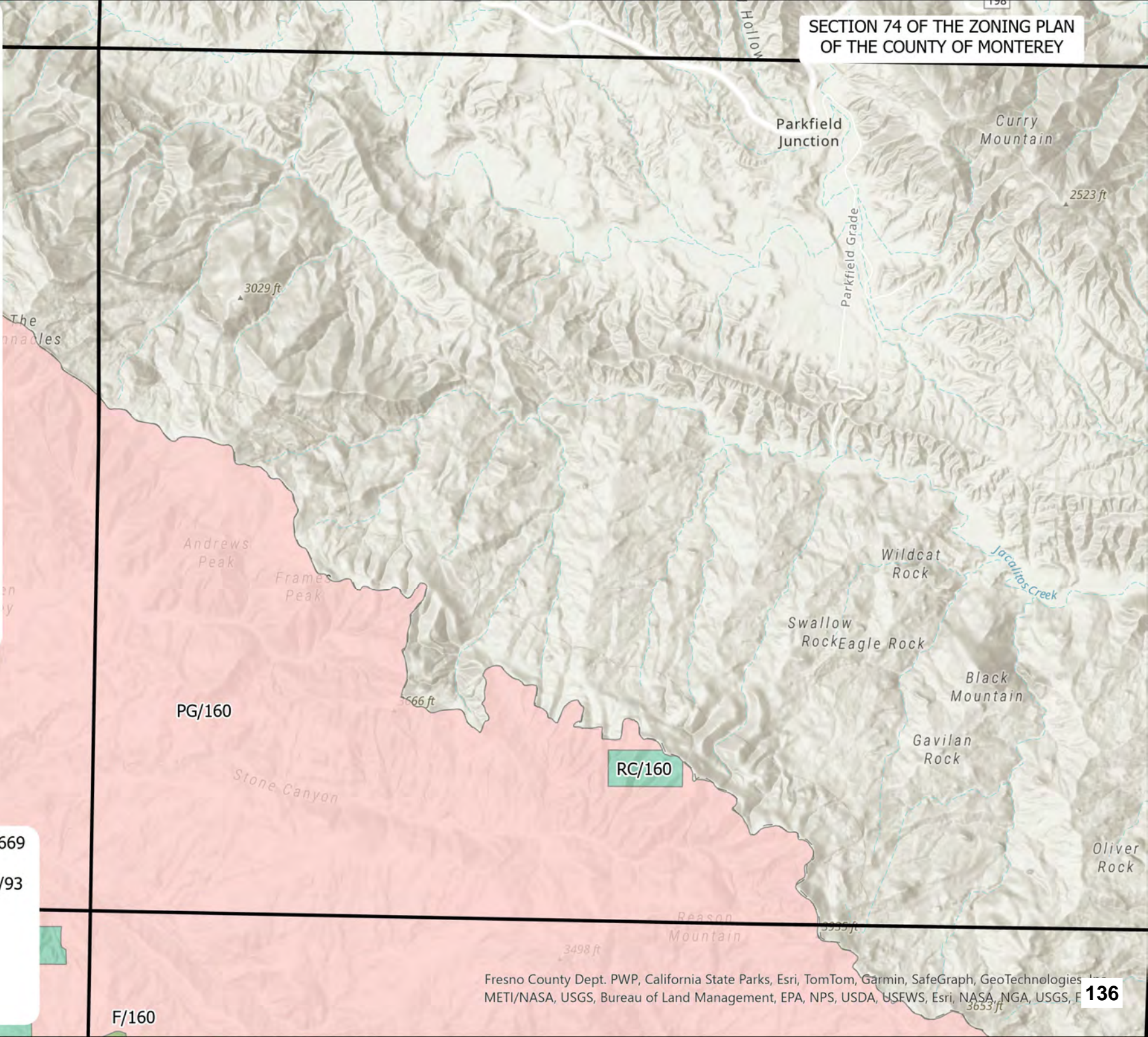
SECTION 74 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

Zoning Updates

Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number:  
 Amended Ord. Date:



RWSC/40-D(CZ)  
Landing

OR-D(CZ)

WSC/40-D(CZ)

PQP

Chalk Peak

3680 ft

3427 ft

3183 ft

California  
Coastal  
National  
Monument

VSC-D(CZ)

PQP-D(CZ)

San Miguel Creek

1

WSC/40-D(CZ)

OR-D(CZ)

2438 ft

North Park

California  
Coastal  
National

California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies  
of Land Management, EPA, NPS, USDA, USFWS

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:  
3767

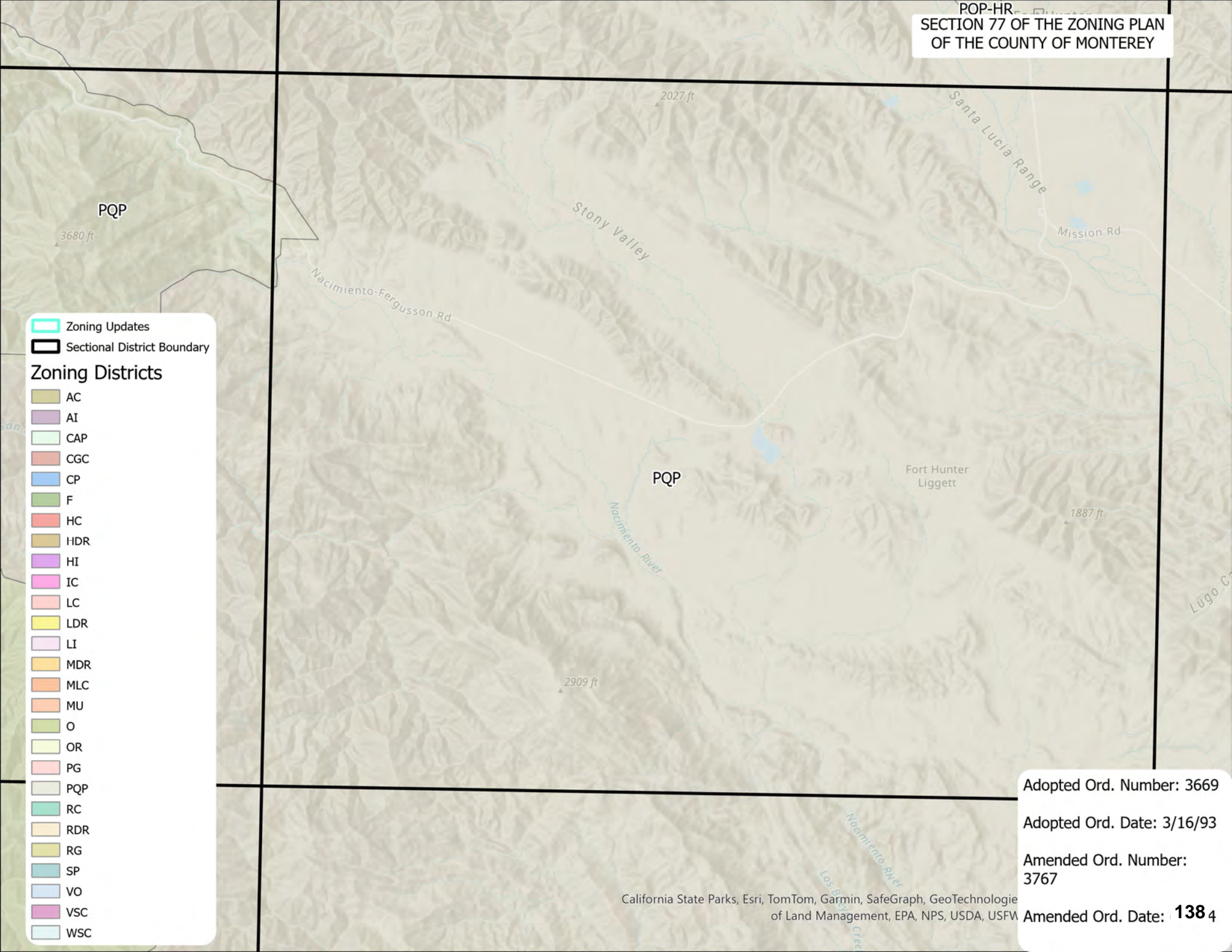
Amended Ord. Date: 1374

- Zoning Updates
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

POP-HR  
SECTION 77 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY



Zoning Updates

Sectional District Boundary

### Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:  
3767

Amended Ord. Date: **1384**

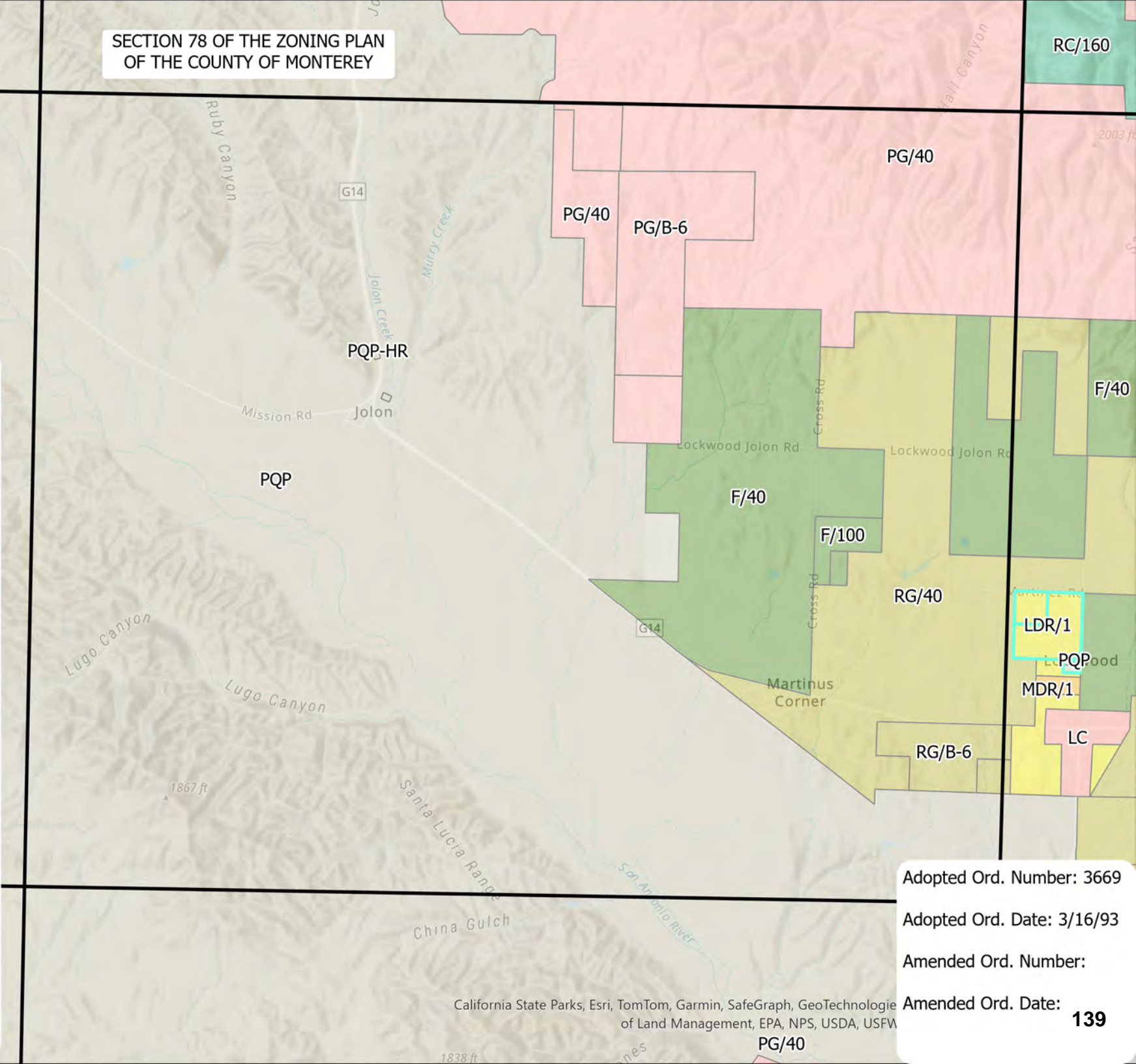
SECTION 78 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number:  
 Amended Ord. Date: **139**

SECTION 79 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

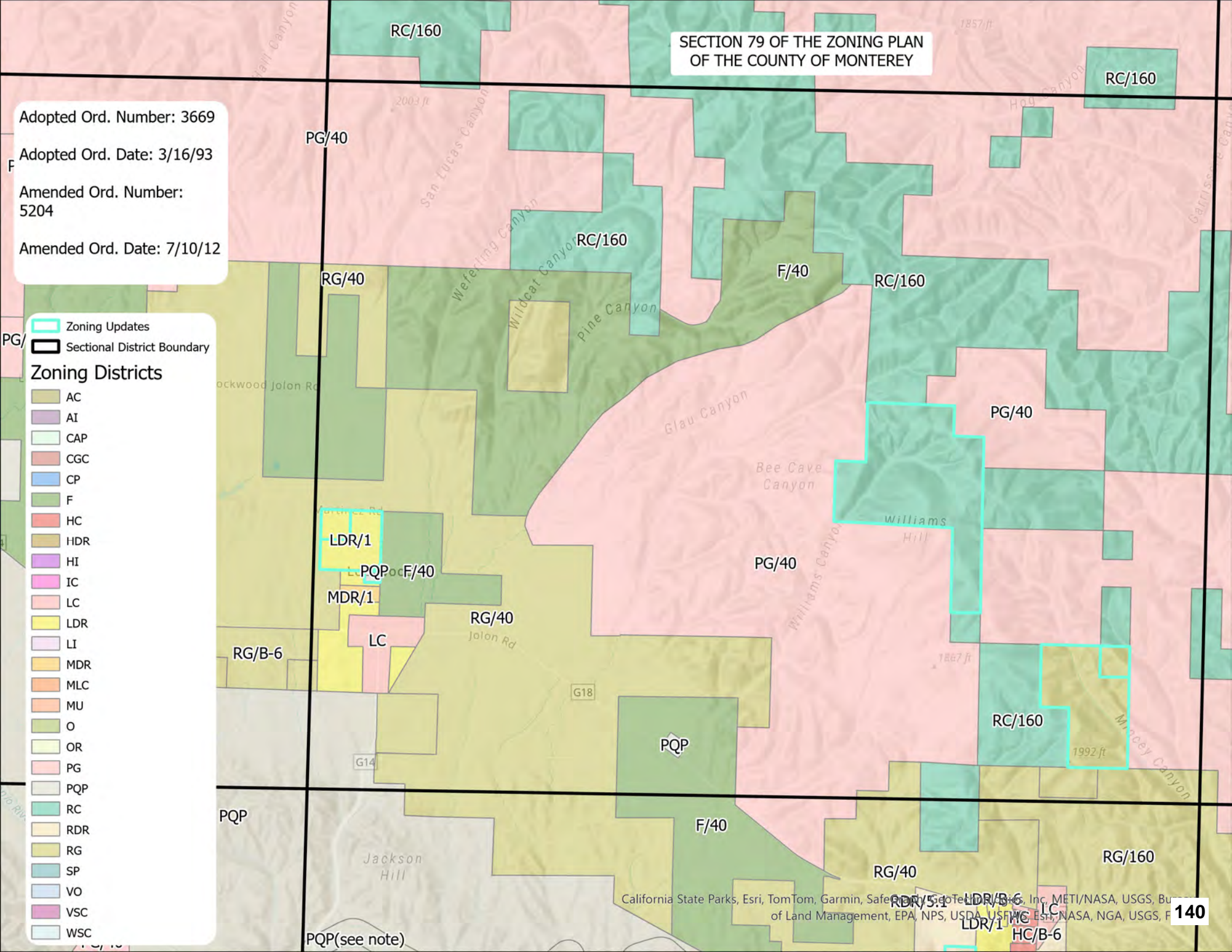
Amended Ord. Number:  
5204

Amended Ord. Date: 7/10/12

- Zoning Updates
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



SECTION 80 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

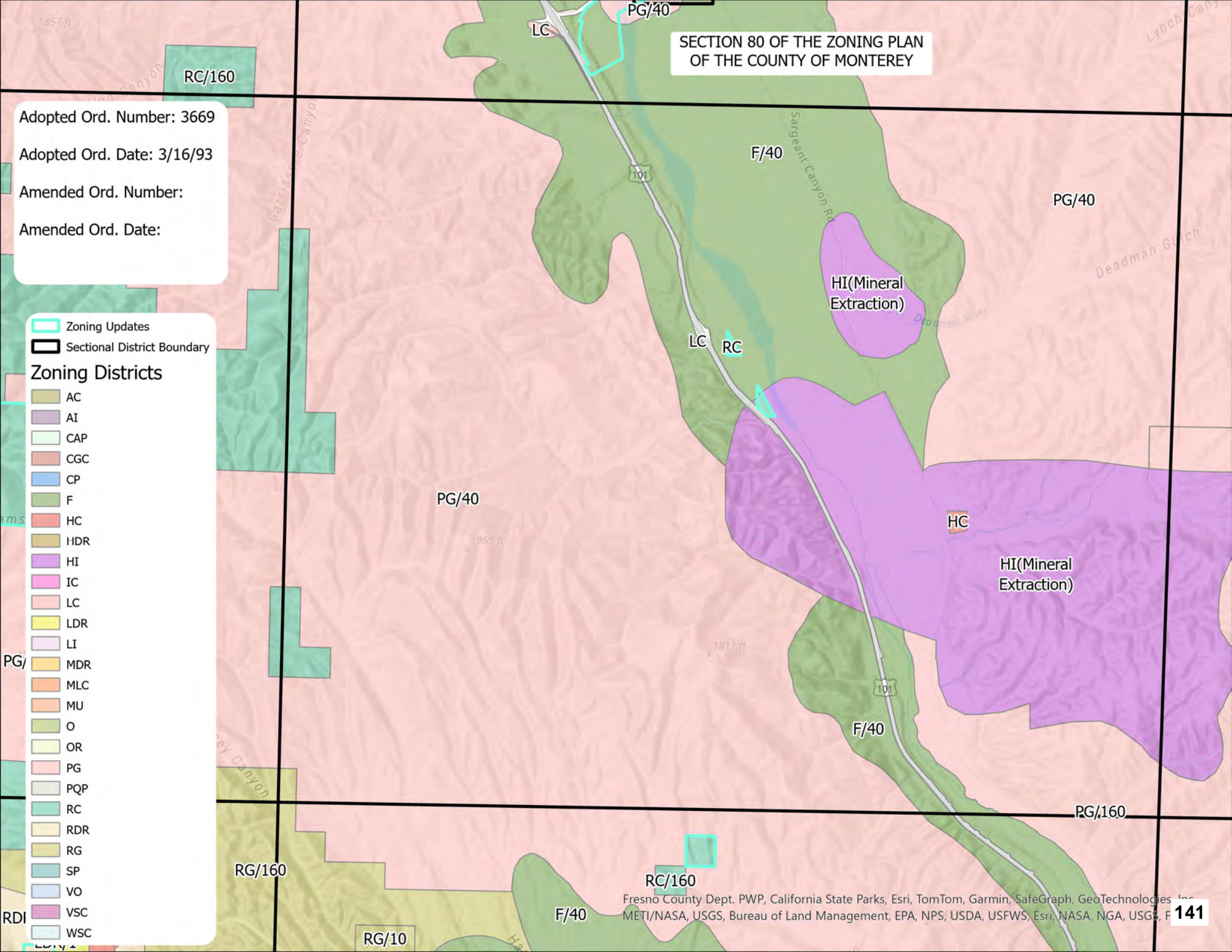
Amended Ord. Number:

Amended Ord. Date:

- Zoning Updates
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



SECTION 81 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:

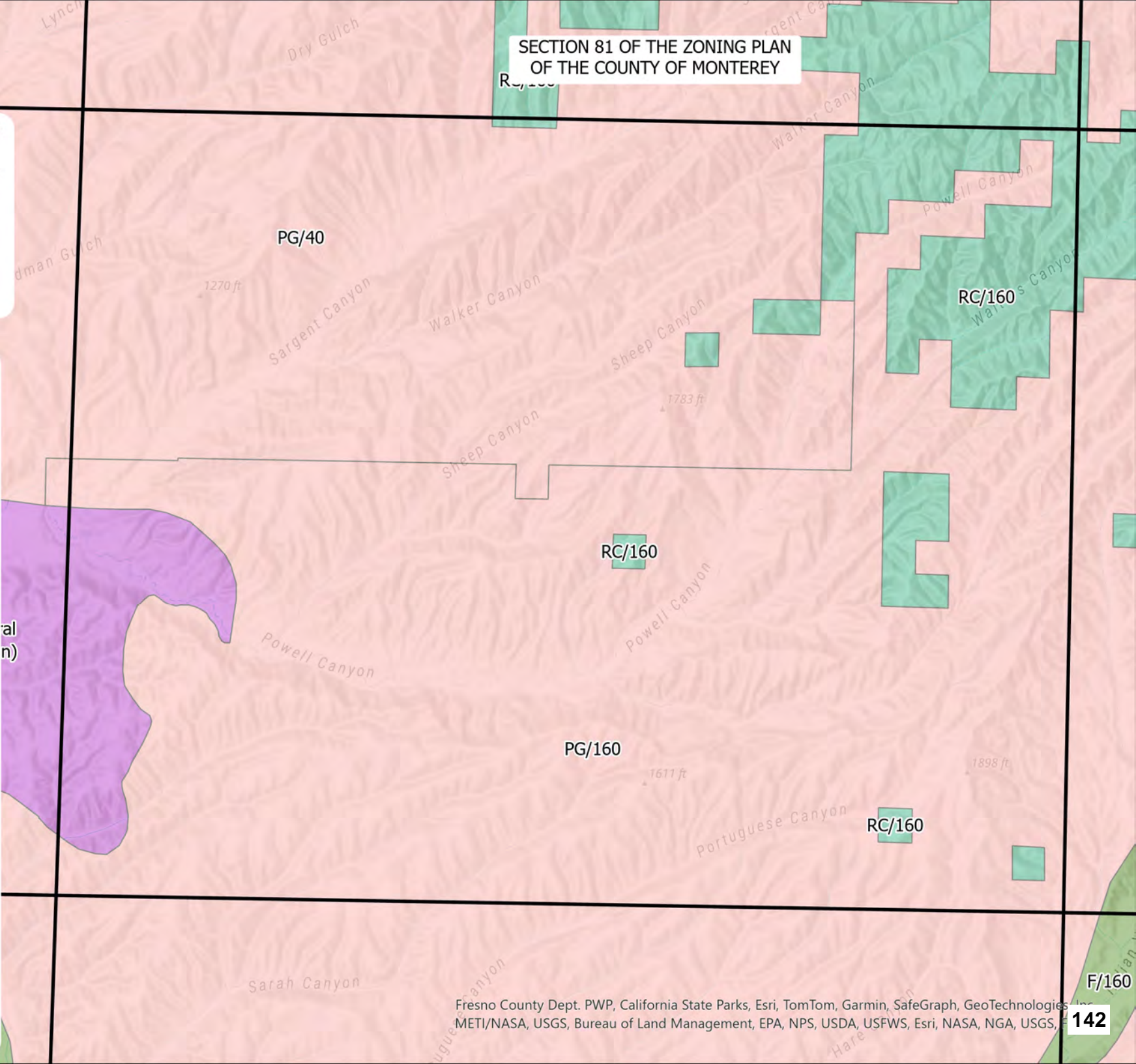
Amended Ord. Date:

 Zoning Updates

 Sectional District Boundary

Zoning Districts

-  AC
-  AI
-  CAP
-  CGC
-  CP
-  F
-  HC
-  HDR
-  HI
-  IC
-  LC
-  LDR
-  LI
-  MDR
-  MLC
-  MU
-  O
-  OR
-  PG
-  PQP
-  RC
-  RDR
-  RG
-  SP
-  VO
-  VSC
-  WSC



SECTION 82 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

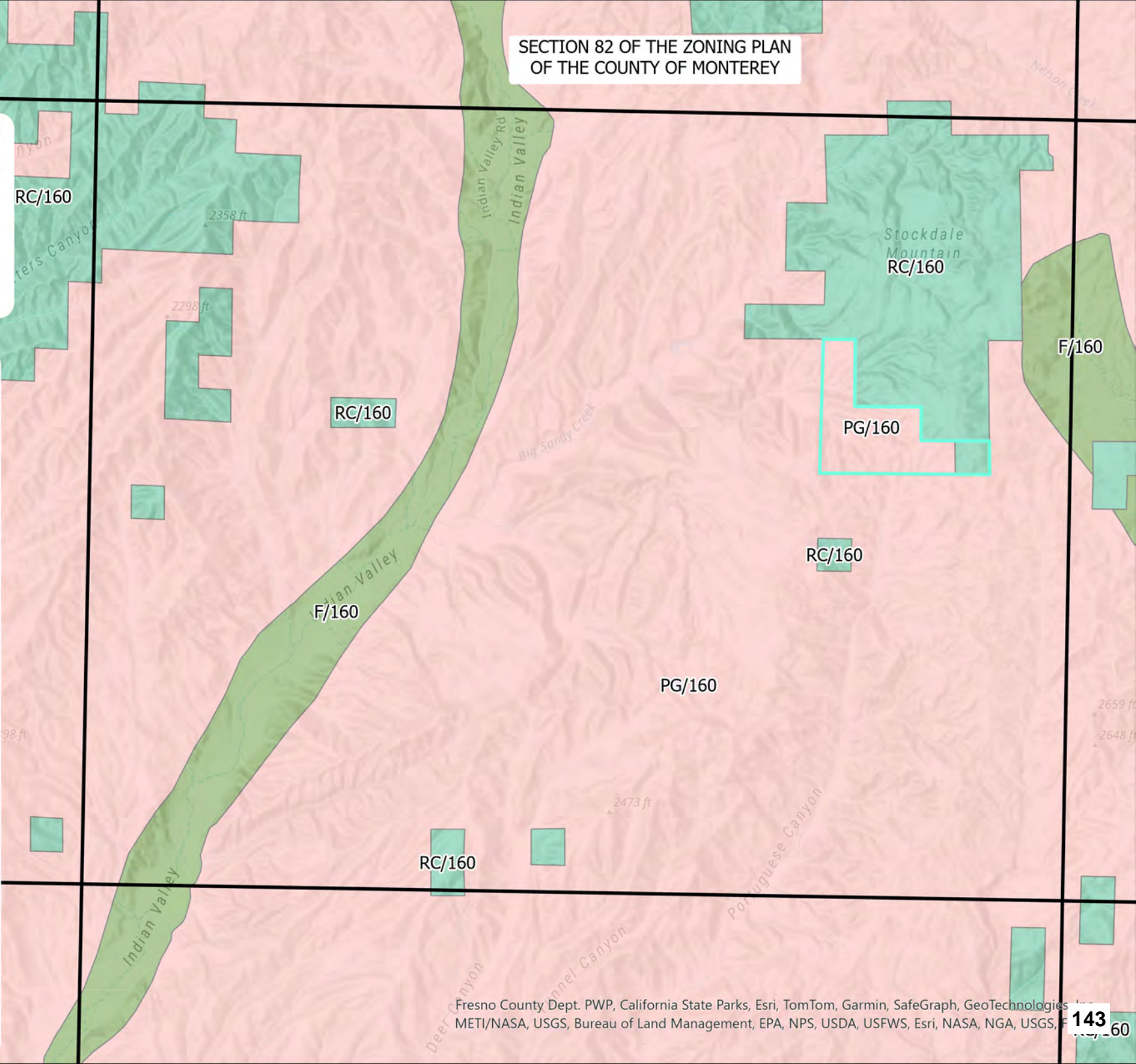
Amended Ord. Number:

Amended Ord. Date:

- Zoning Updates
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



SECTION 83 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:

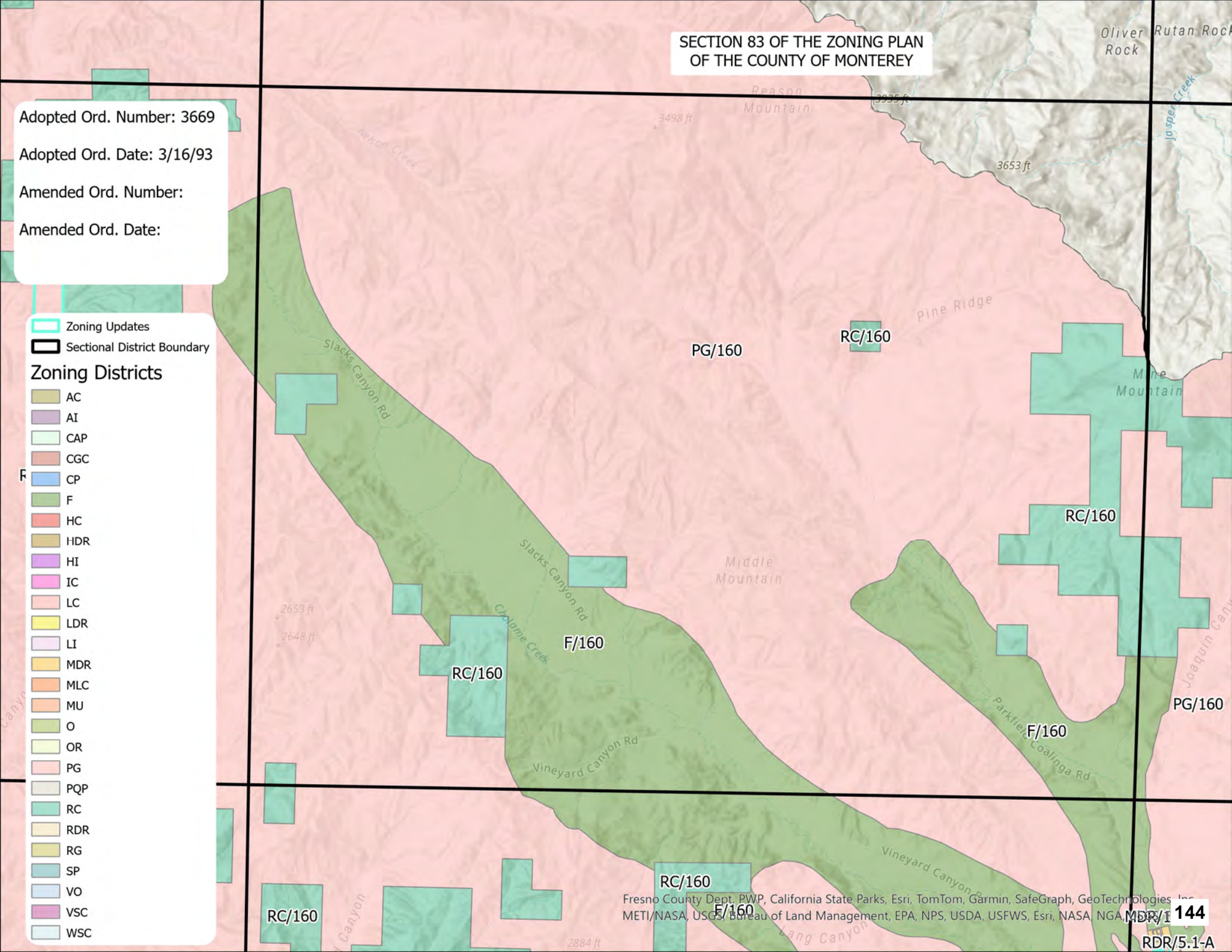
Amended Ord. Date:

Zoning Updates

Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC





**SECTION 84 OF THE ZONING PLAN  
OF THE COUNTY OF MONTEREY**

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:

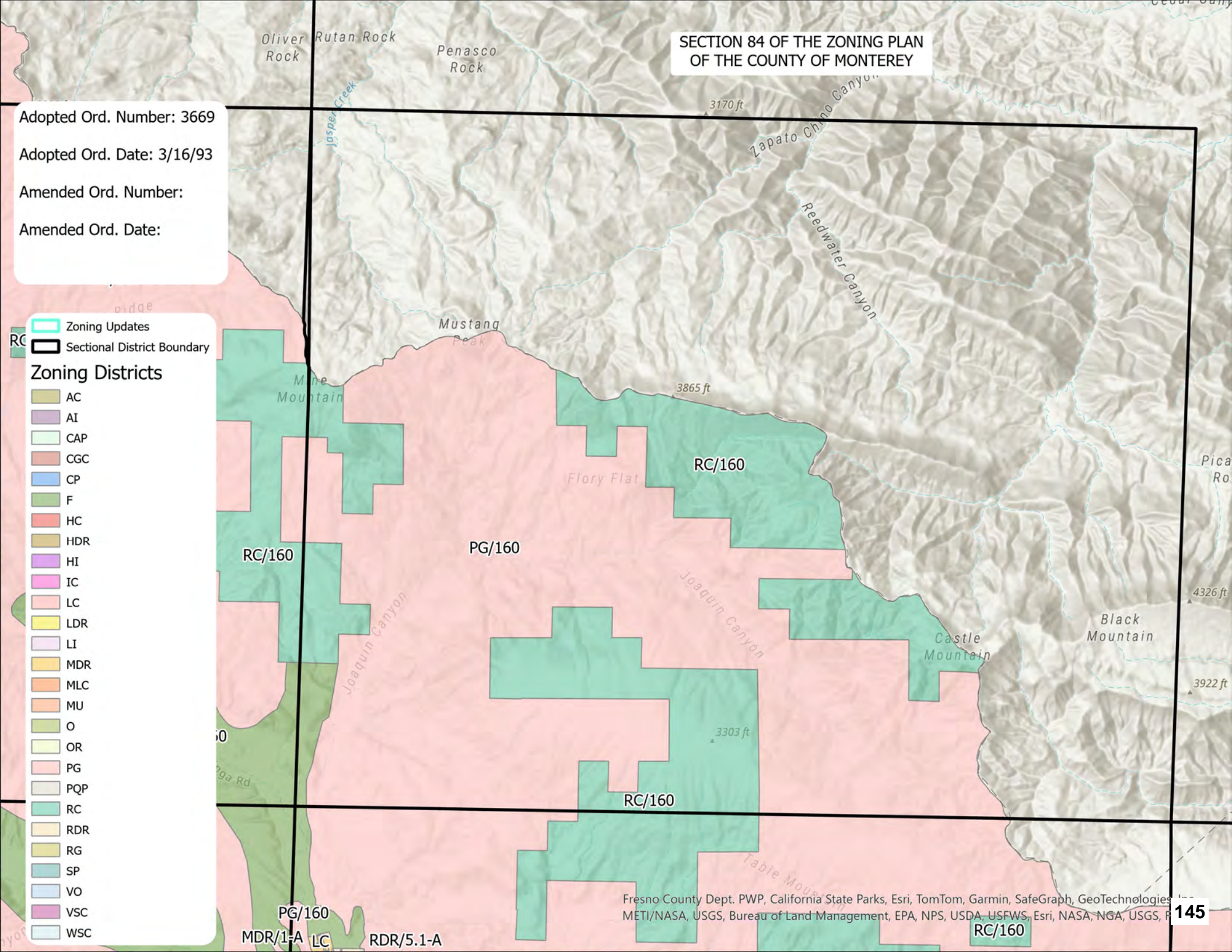
Amended Ord. Date:

Zoning Updates

Sectional District Boundary

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



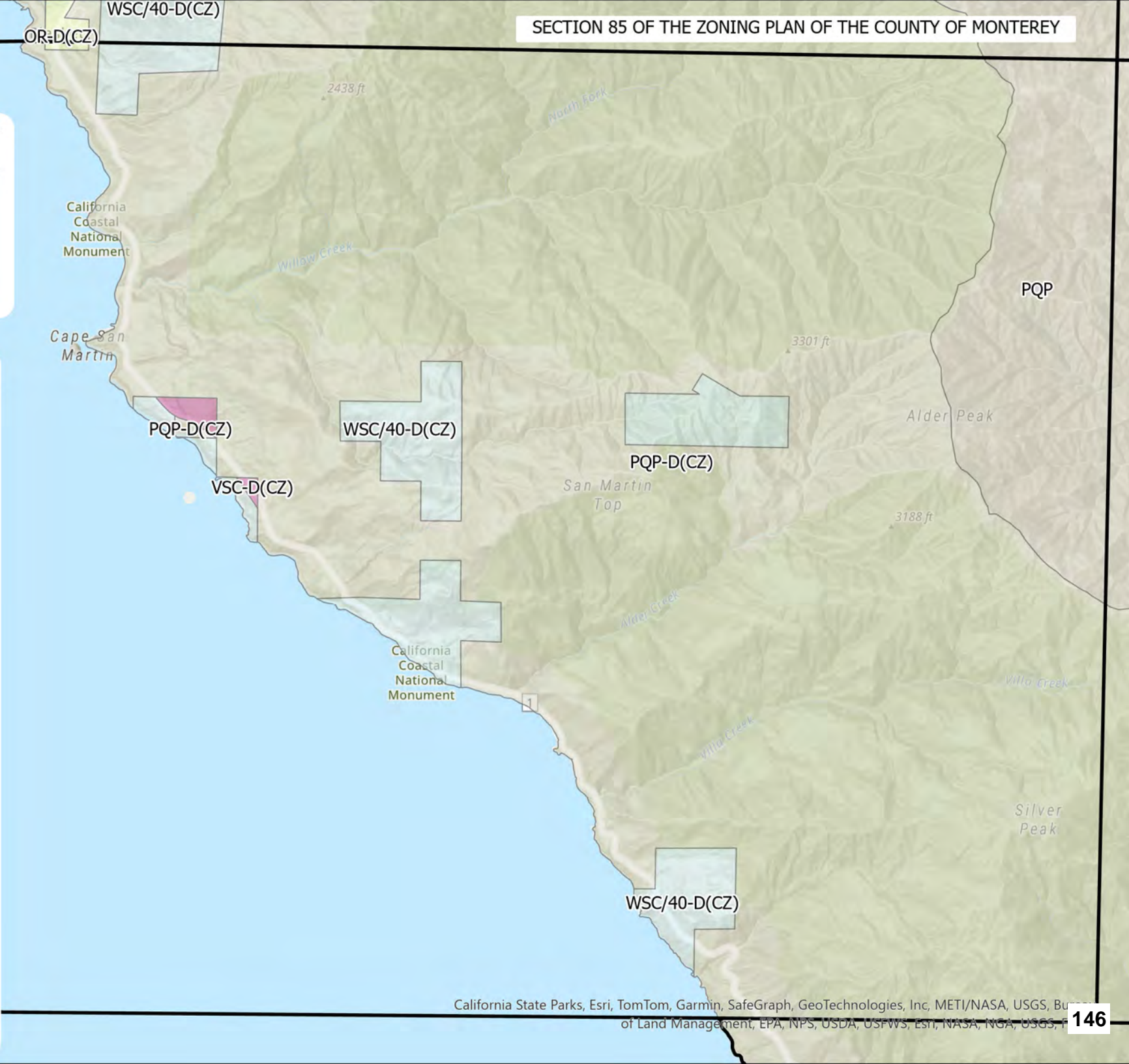
Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number:  
 Amended Ord. Date:

**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number: 3669  
Adopted Ord. Date: 3/16/93  
Amended Ord. Number: 3767  
Amended Ord. Date: 6/7/94

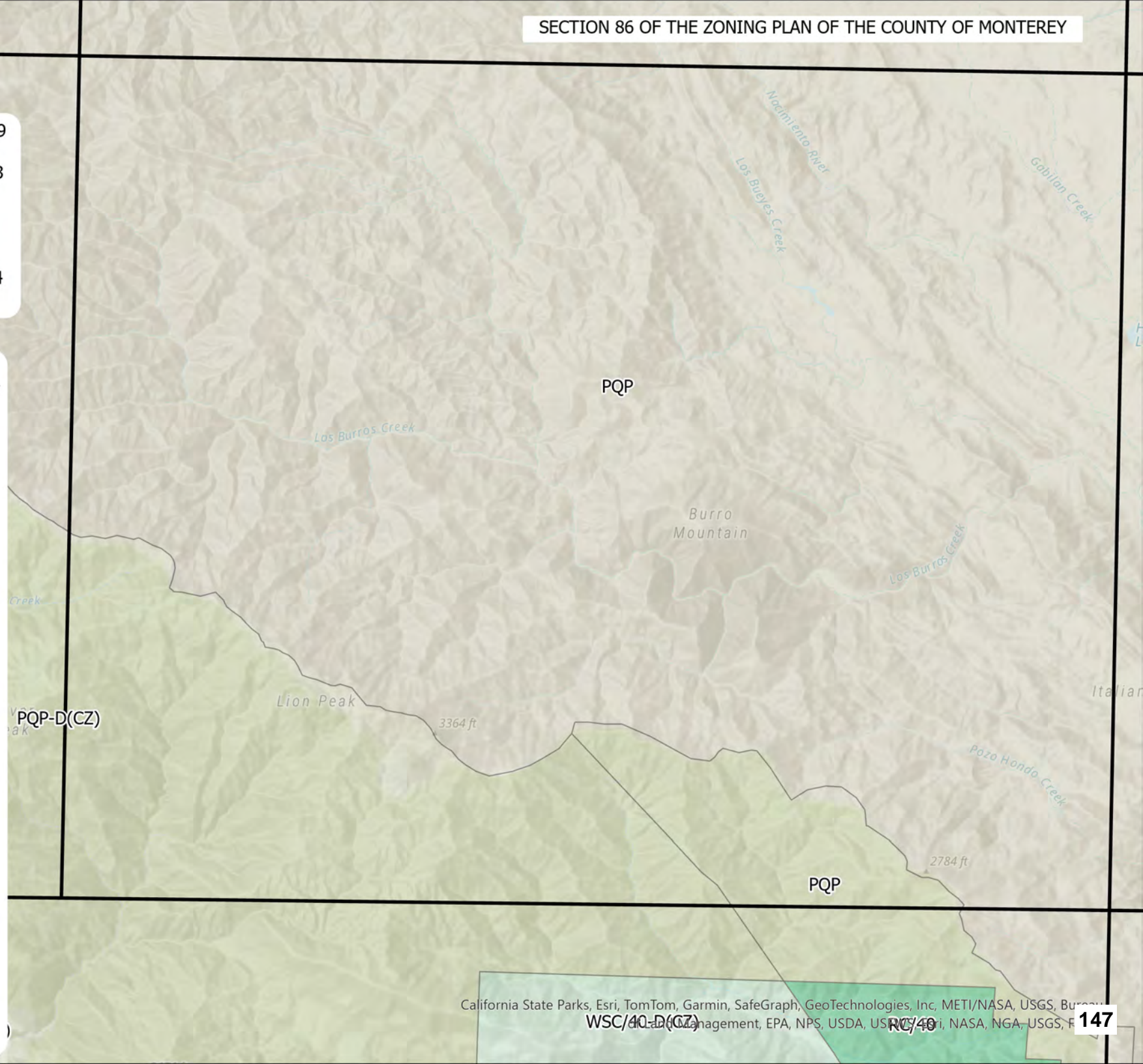
WSC/40-D(CZ)

Zoning Updates



Sectional District Boundary

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

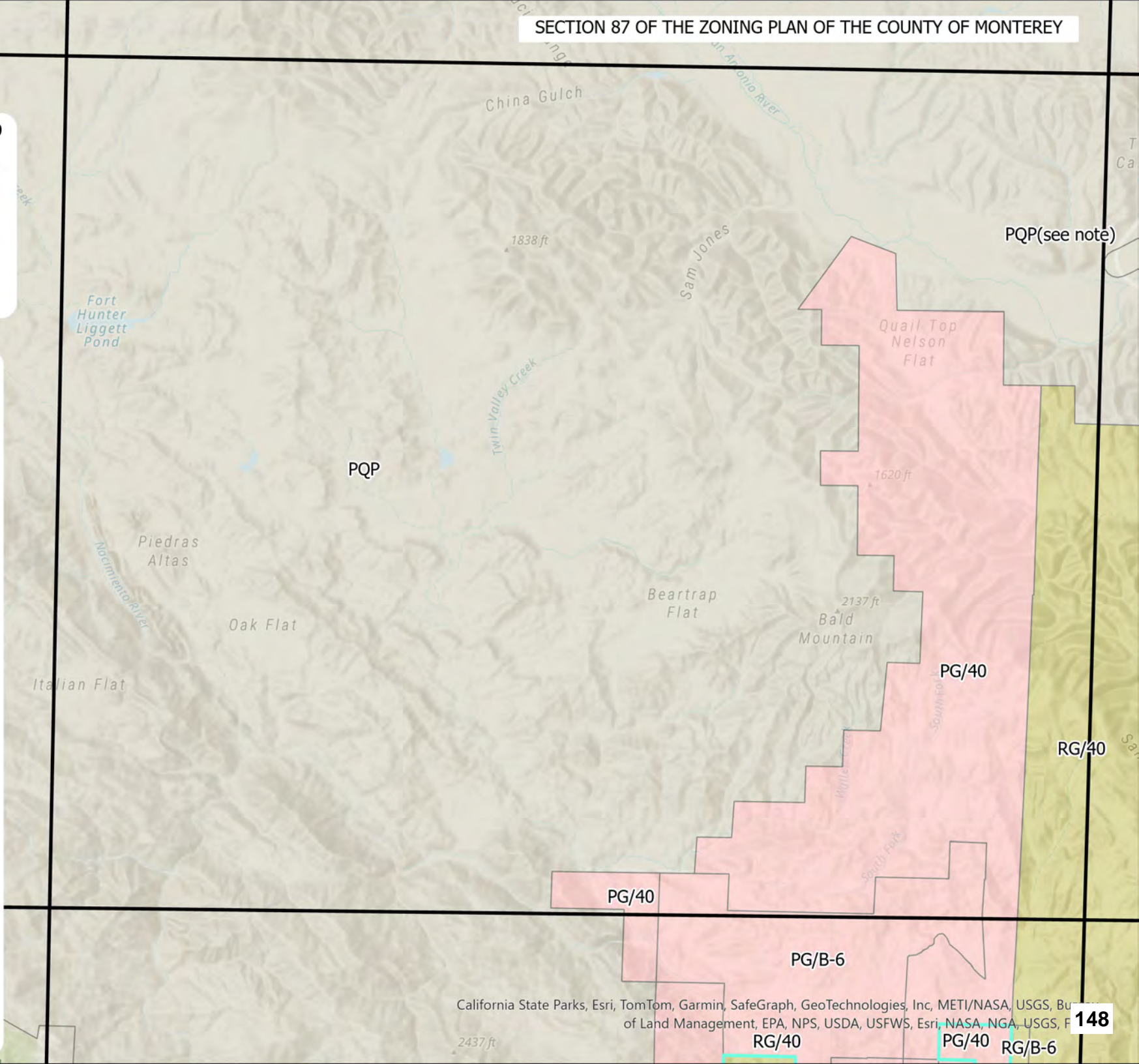


Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number:  
 Amended Ord. Date:

 Zoning Updates  
 Sectional District Boundary

**Zoning Districts**

-  AC
-  AI
-  CAP
-  CGC
-  CP
-  F
-  HC
-  HDR
-  HI
-  IC
-  LC
-  LDR
-  LI
-  MDR
-  MLC
-  MU
-  O
-  OR
-  PG
-  PQP
-  RC
-  RDR
-  RG
-  SP
-  VO
-  VSC
-  WSC



SECTION 88 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

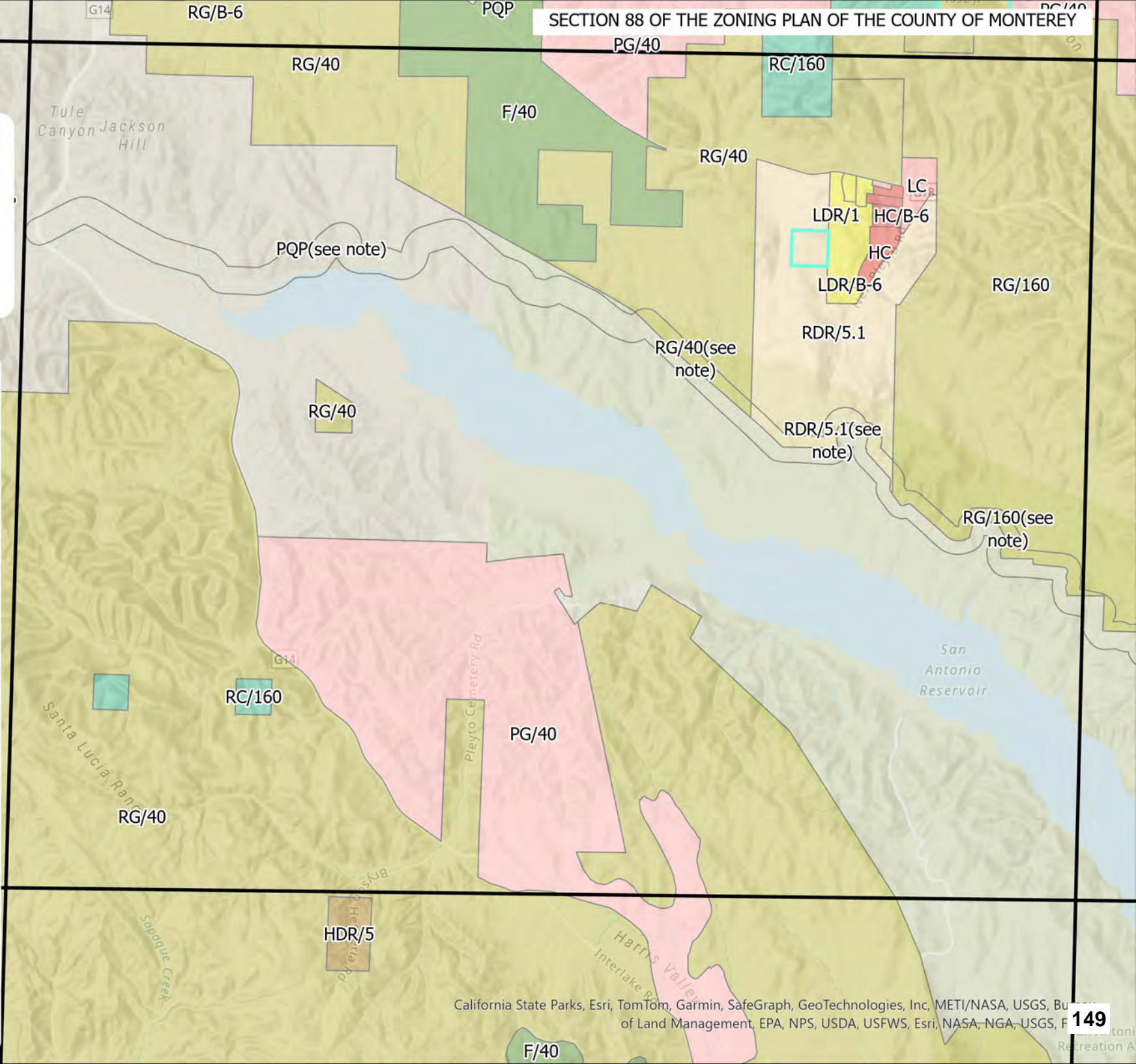
Amended Ord. Number:  
3804; 5094

Amended Ord. Date:  
12/13/94; 12/4/07

- Zoning Updates
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



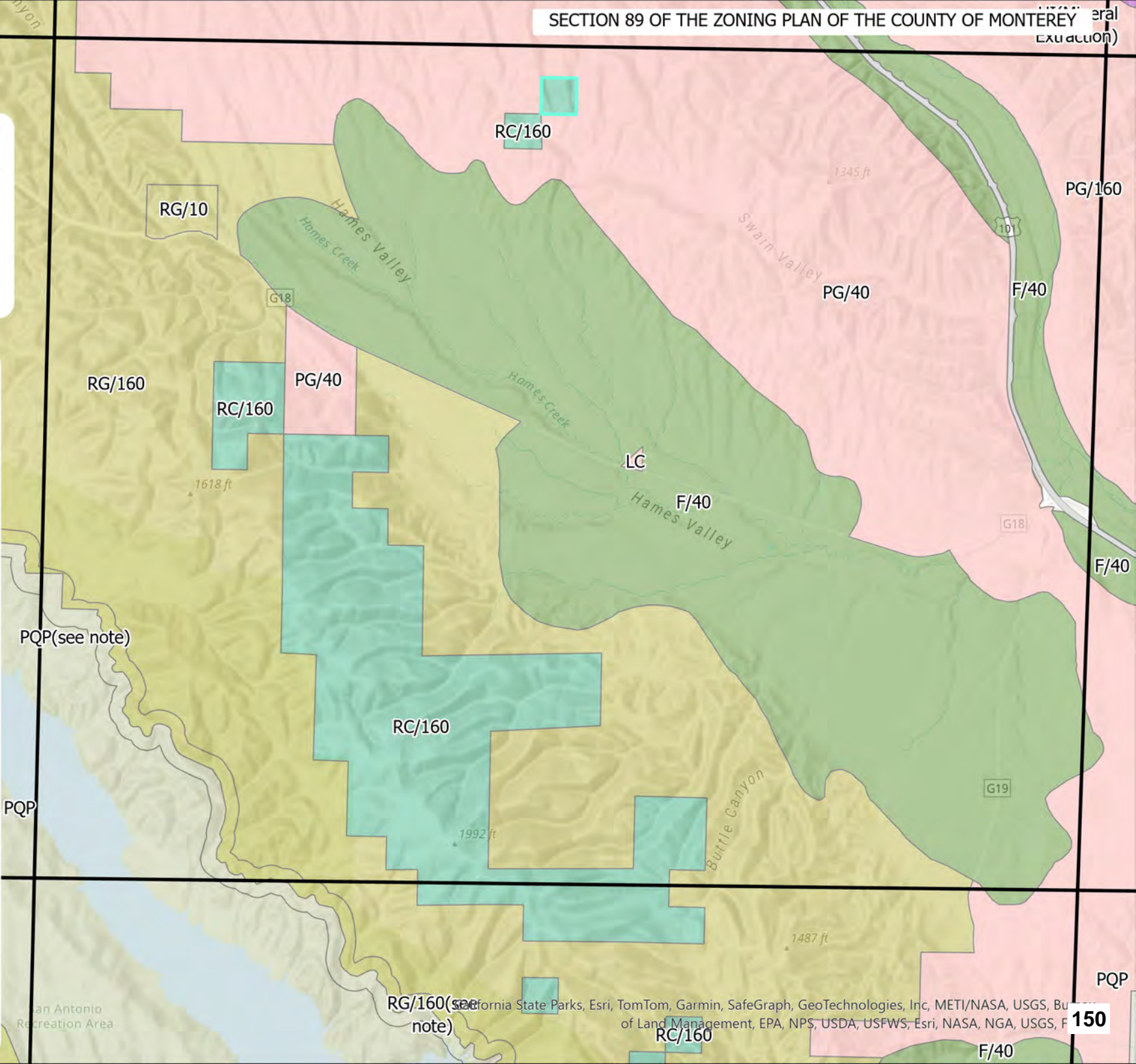
RC/160  
 RG/40  
 Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number:  
 Amended Ord. Date:

**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



F/40

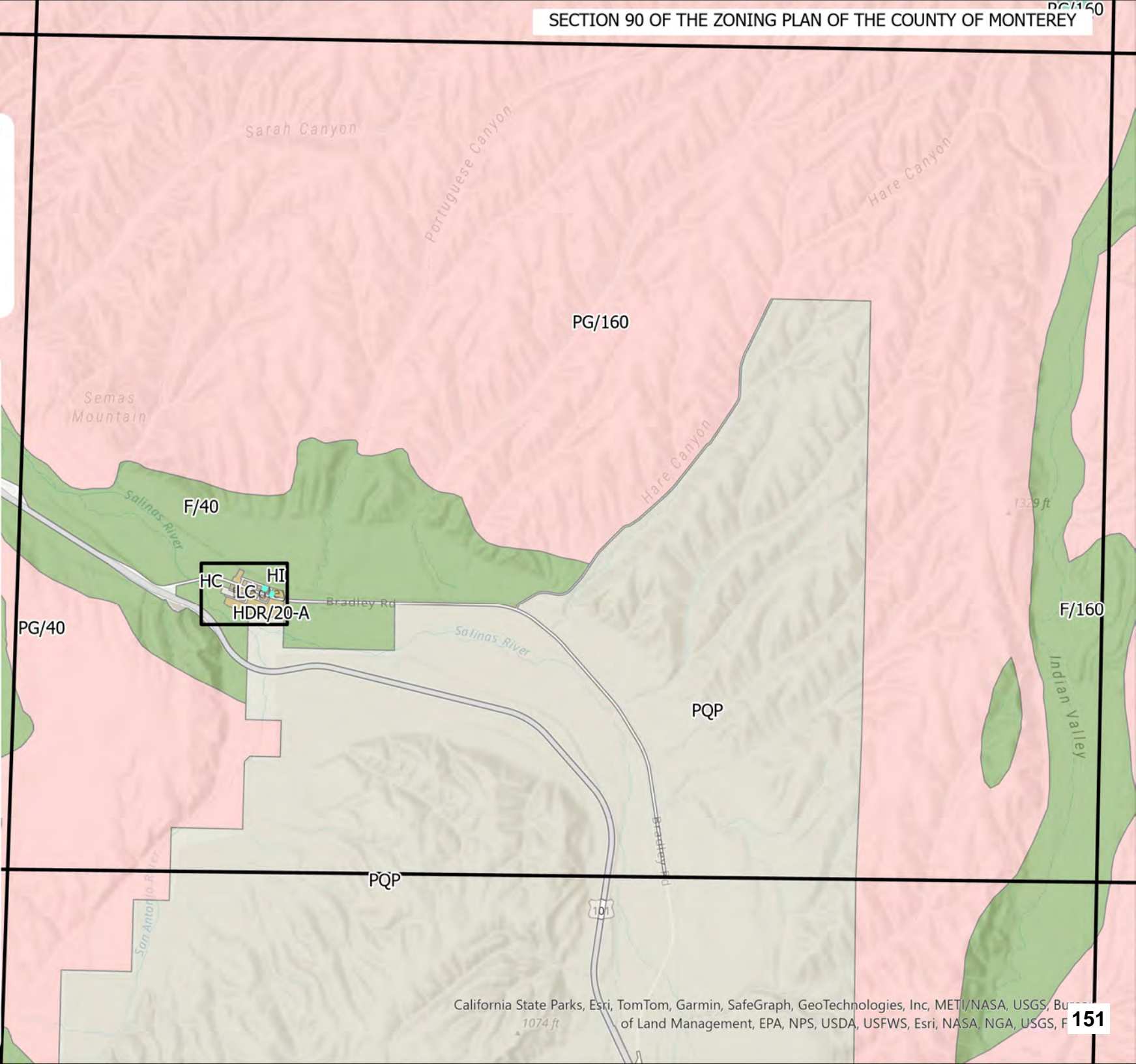
Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93


Amended Ord. Number:


Amended Ord. Date:

- Zoning Updates
- Sectional District Boundary
- Zoning Districts**
- AC
  - AI
  - CAP
  - CGC
  - CP
  - F
  - HC
  - HDR
  - HI
  - IC
  - LC
  - LDR
  - LI
  - MDR
  - MLC
  - MU
  - O
  - OR
  - PG
  - PQP
  - RC
  - RDR
  - RG
  - SP
  - VO
  - VSC
  - WSC





























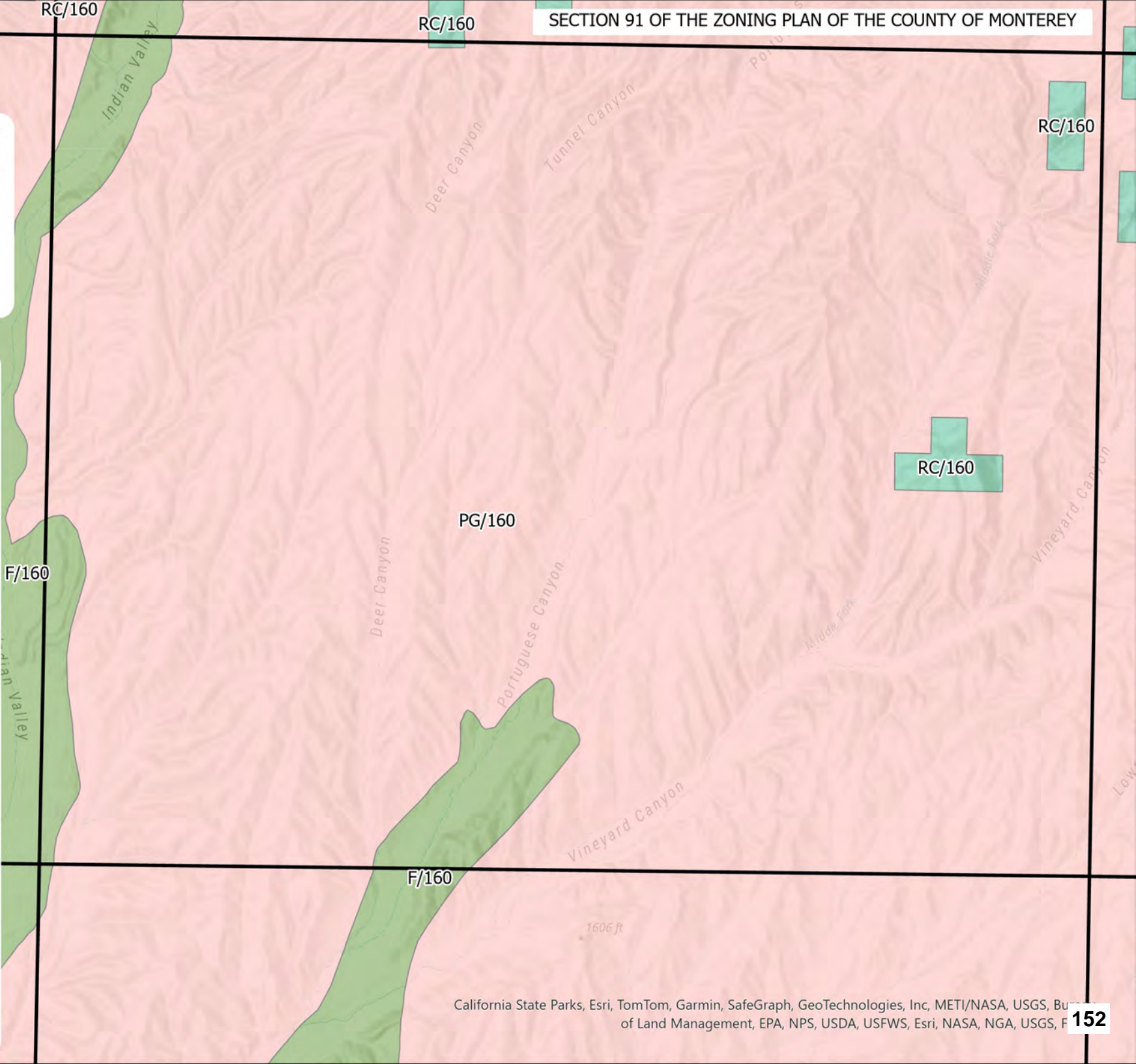
Adopted Ord. Number: 3669  
Adopted Ord. Date: 3/16/93  
Amended Ord. Number:  
Amended Ord. Date:

 Zoning Updates

 Sectional District Boundary

**Zoning Districts**

-  AC
-  AI
-  CAP
-  CGC
-  CP
-  F
-  HC
-  HDR
-  HI
-  IC
-  LC
-  LDR
-  LI
-  MDR
-  MLC
-  MU
-  O
-  OR
-  PG
-  PQP
-  RC
-  RDR
-  RG
-  SP
-  VO
-  VSC
-  WSC





SECTION 92 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:

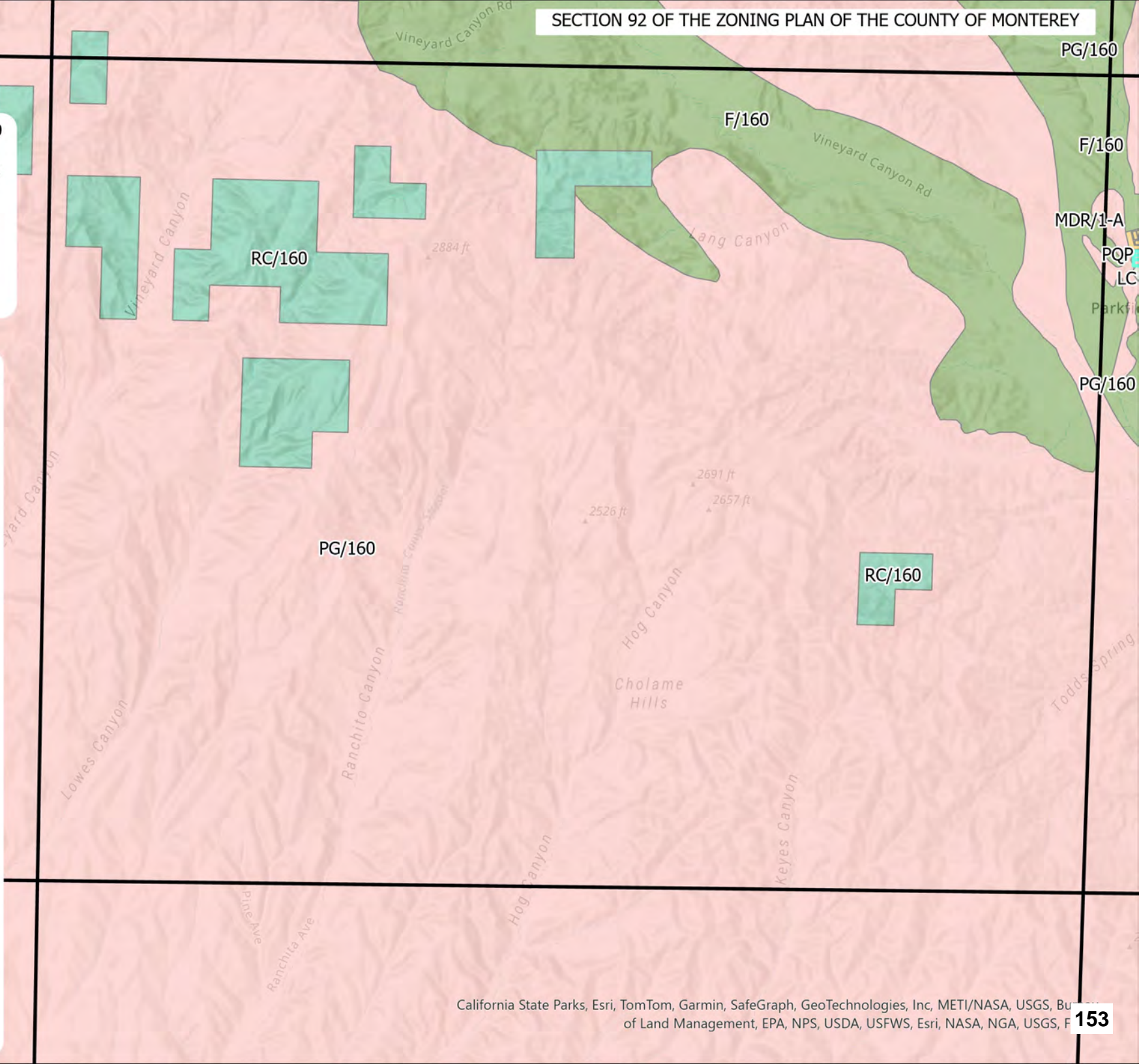
Amended Ord. Date:

Zoning Updates



Sectional District Boundary

Zoning Districts




























- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

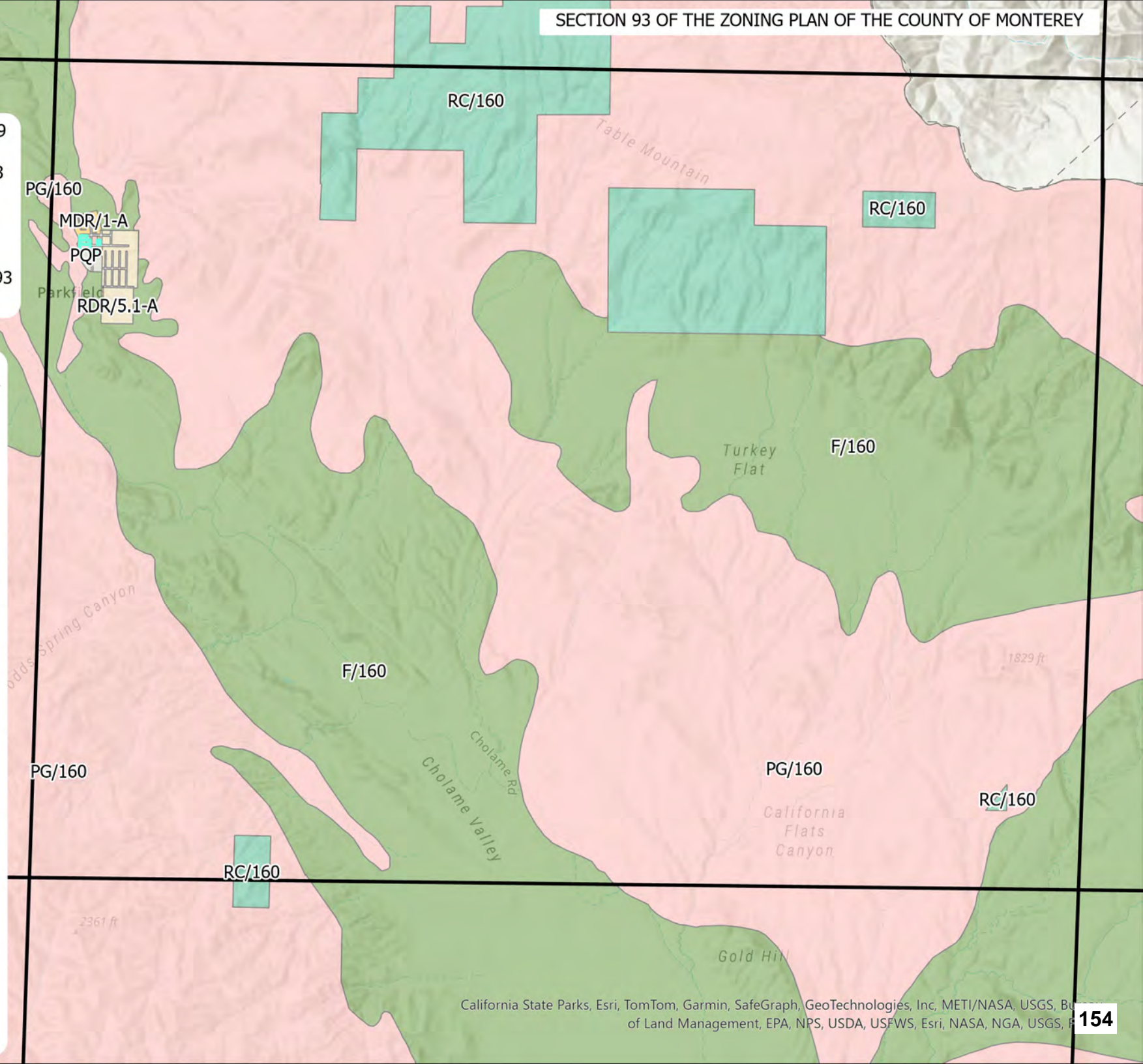


Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number: 3714  
 Amended Ord. Date: 9/21/93

 Zoning Updates  
 Sectional District Boundary

**Zoning Districts**

-  AC
-  AI
-  CAP
-  CGC
-  CP
-  F
-  HC
-  HDR
-  HI
-  IC
-  LC
-  LDR
-  LI
-  MDR
-  MLC
-  MU
-  O
-  OR
-  PG
-  PQP
-  RC
-  RDR
-  RG
-  SP
-  VO
-  VSC
-  WSC



Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

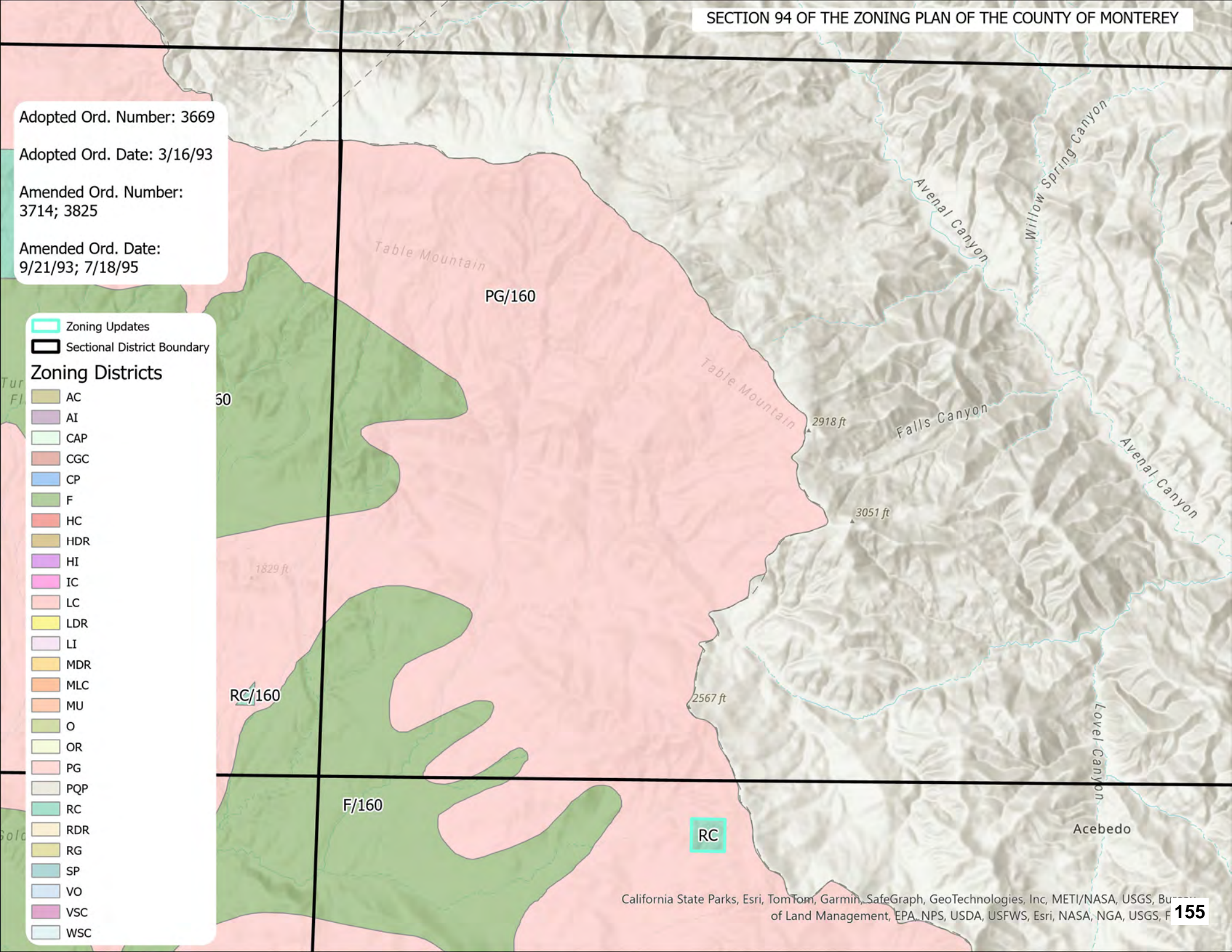
Amended Ord. Number:  
3714; 3825

Amended Ord. Date:  
9/21/93; 7/18/95

- Zoning Updates
- Sectional District Boundary

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:  
3767

Amended Ord. Date: 6/7/94

- Zoning Updates
- Sectional District Boundary

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

WSC/40-D(CZ)

Wilderness  
Silver Peak

PQP

PQP-D(CZ)

1

Salmon Creek

WSC/40-D(CZ)

RC/40

PQP-D(CZ)

RC/80

Highway 1

Breaker  
Point

Pine Top  
Mountain

Yellow Hill

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

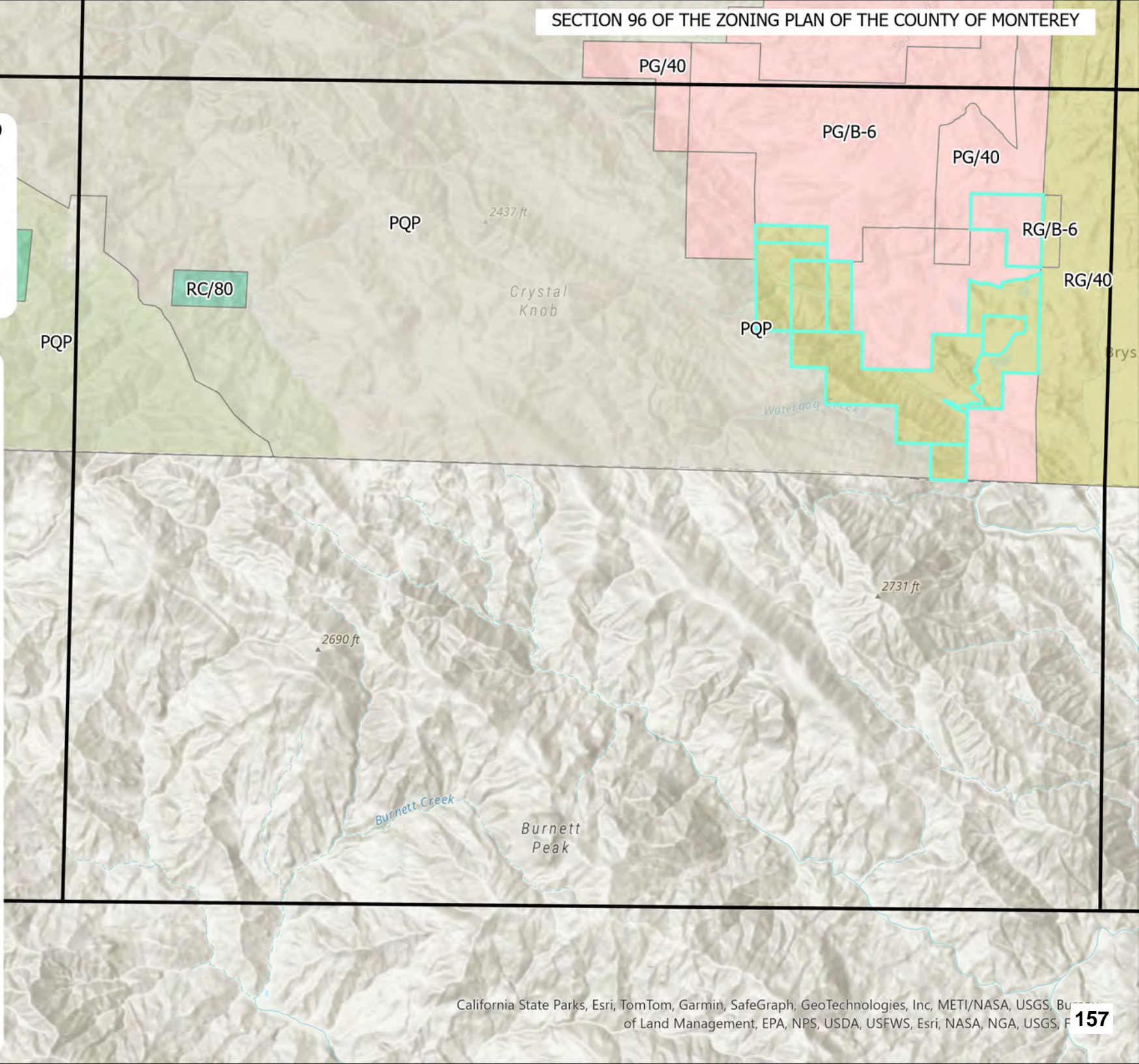
Amended Ord. Number:  
3767

Amended Ord. Date: 6/7/94

- Zoning Updates
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC




PG/B-6


Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93




























Amended Ord. Number:

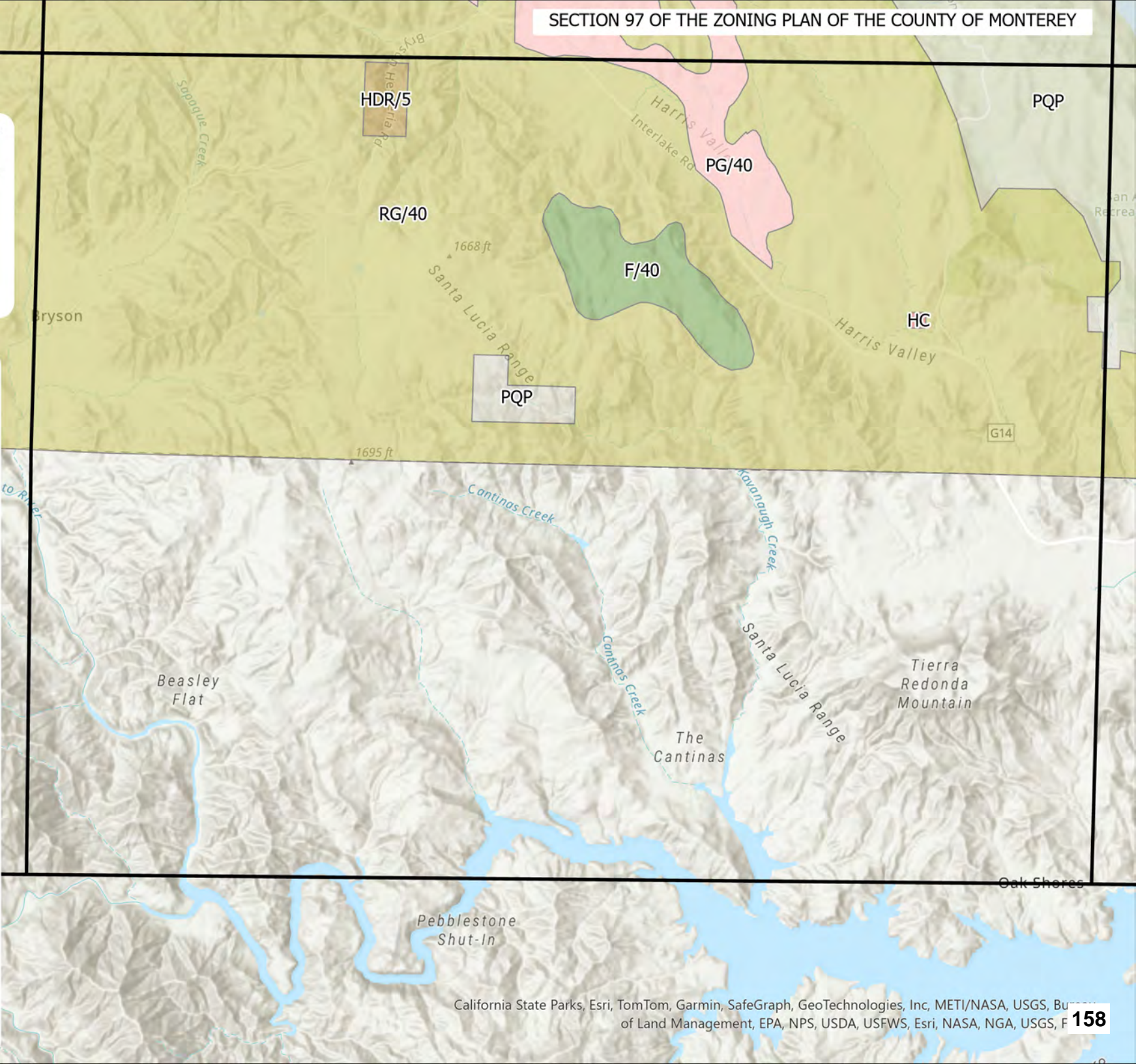
Amended Ord. Date:

 Zoning Updates

 Sectional District Boundary

**Zoning Districts**

-  AC
-  AI
-  CAP
-  CGC
-  CP
-  F
-  HC
-  HDR
-  HI
-  IC
-  LC
-  LDR
-  LI
-  MDR
-  MLC
-  MU
-  O
-  OR
-  PG
-  PQP
-  RC
-  RDR
-  RG
-  SP
-  VO
-  VSC
-  WSC



SECTION 98 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

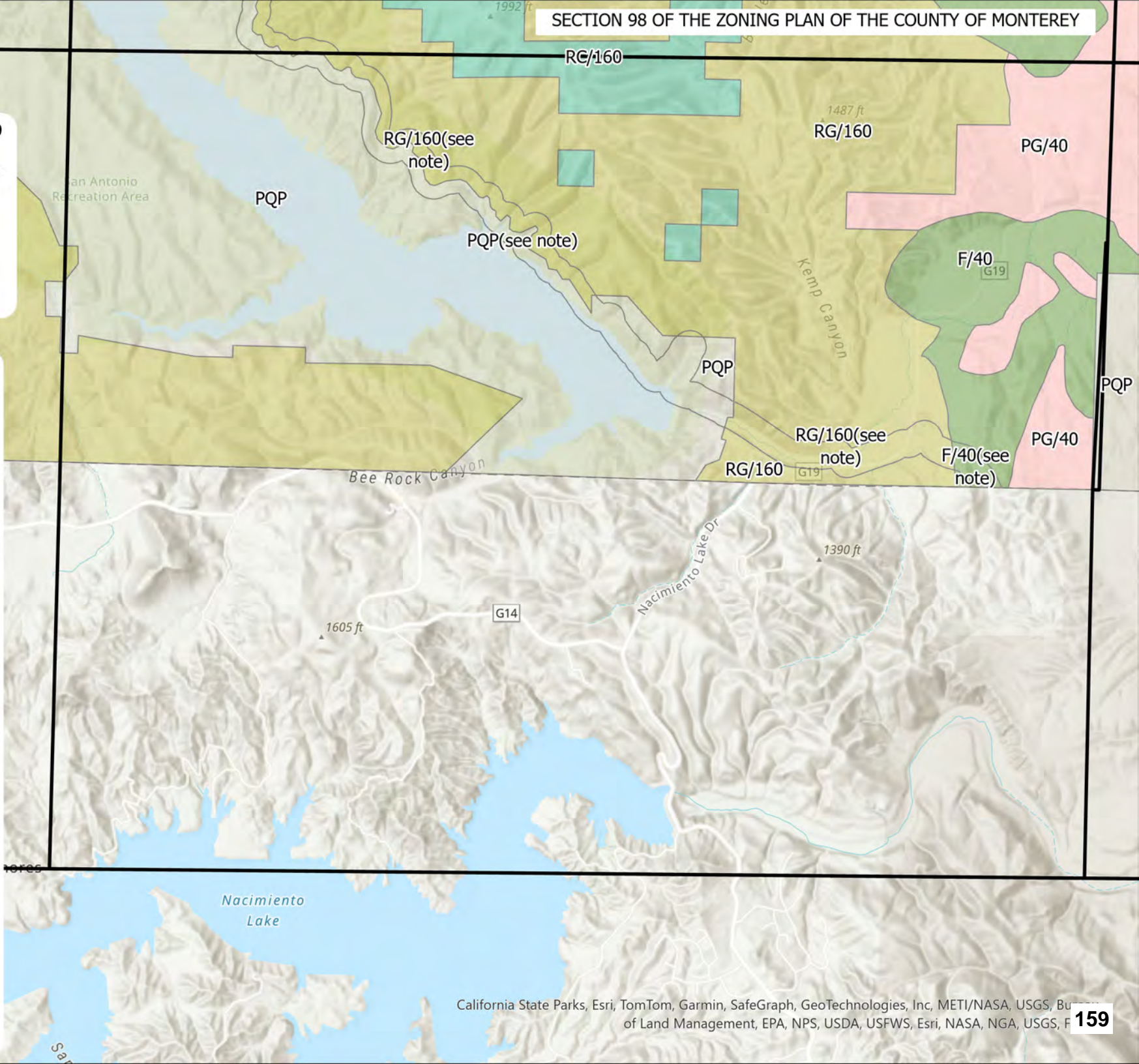
Amended Ord. Number:

Amended Ord. Date:

- Zoning Updates
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number: 3669

Adopted Ord. Date: 9/21/93

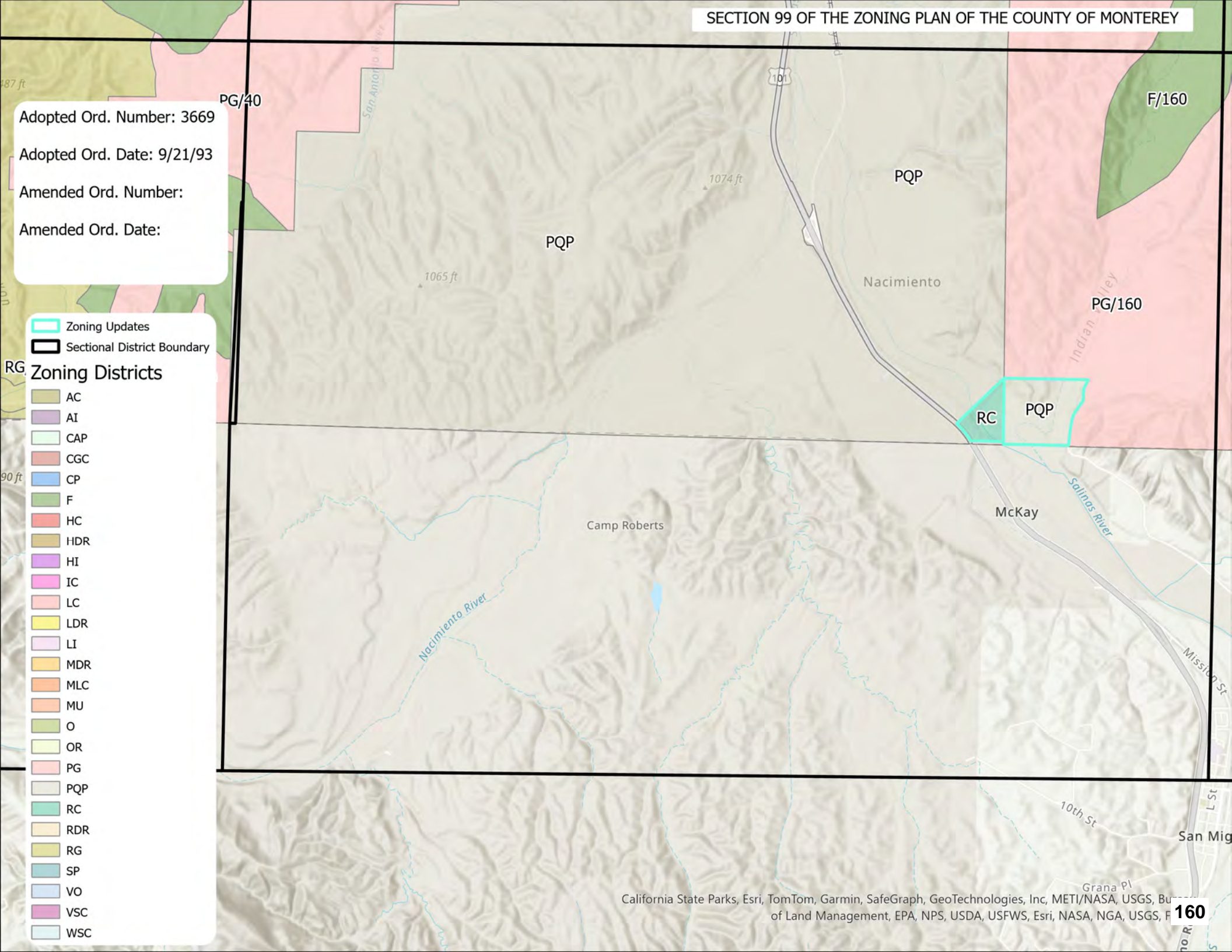
Amended Ord. Number:

Amended Ord. Date:

- Zoning Updates
- Sectional District Boundary

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC





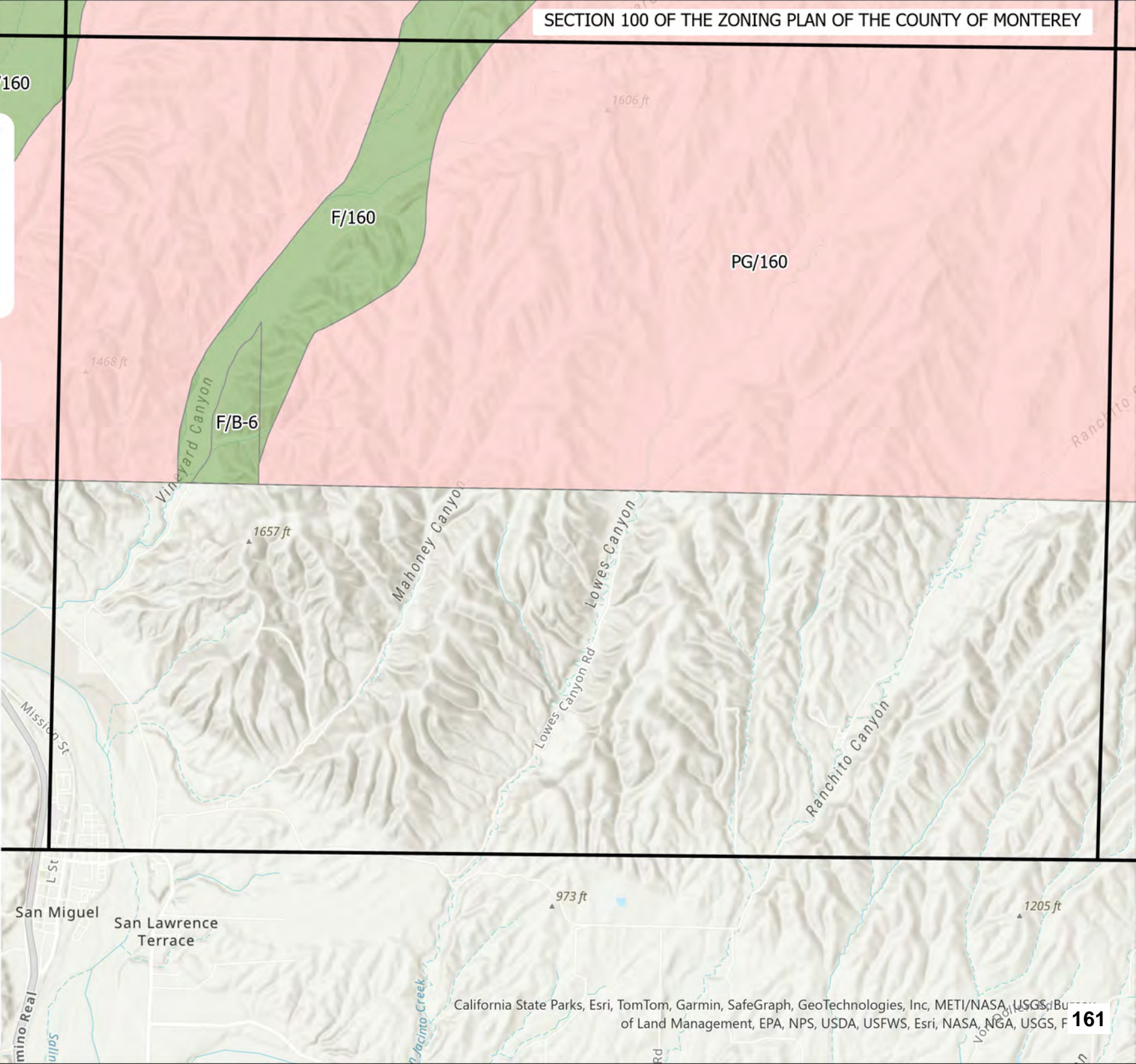
Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number:  
 Amended Ord. Date:

**Zoning Updates**

**Sectional District Boundary**

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:

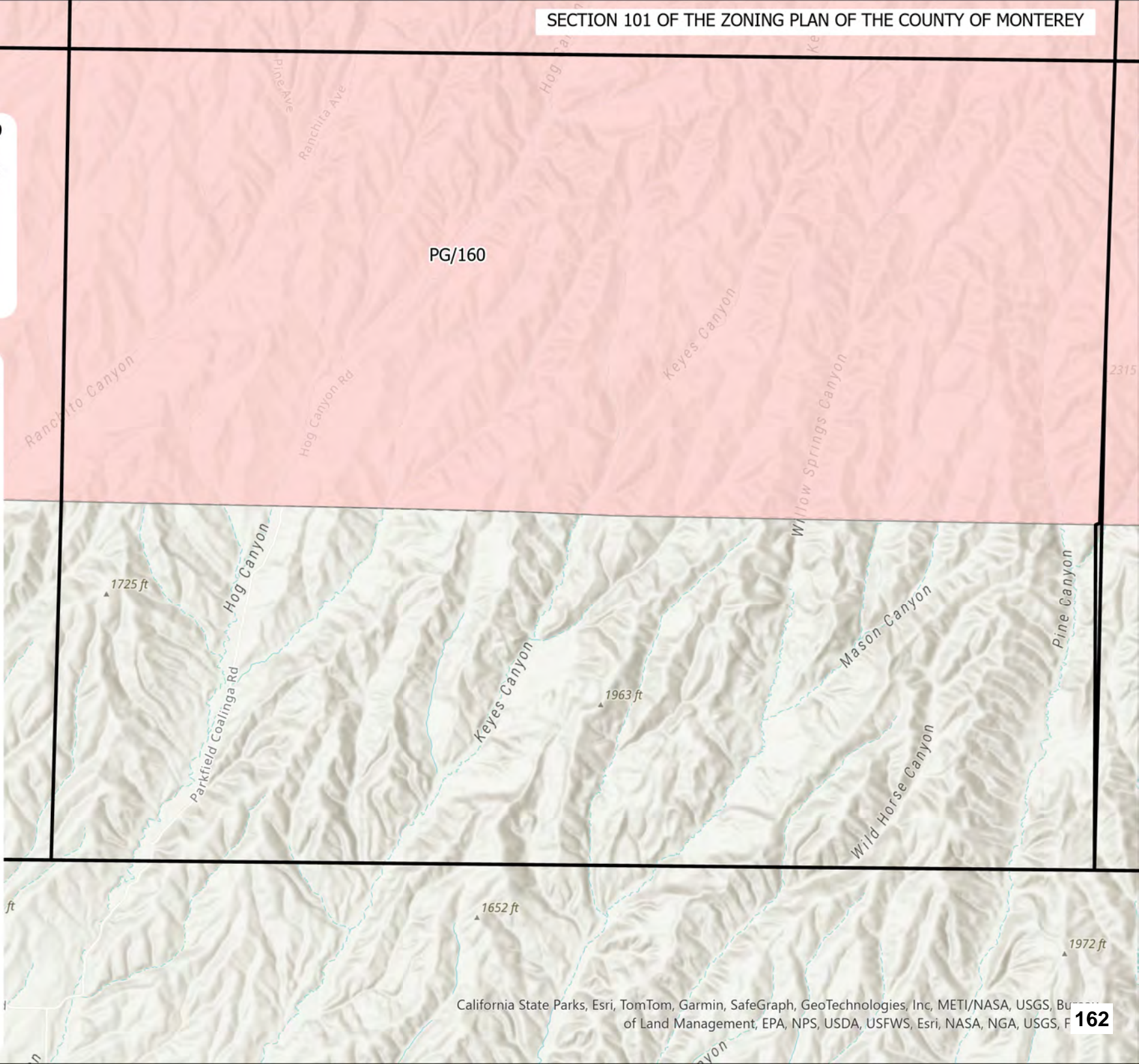
Amended Ord. Date:

- Zoning Updates
- Sectional District Boundary

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

PG/160



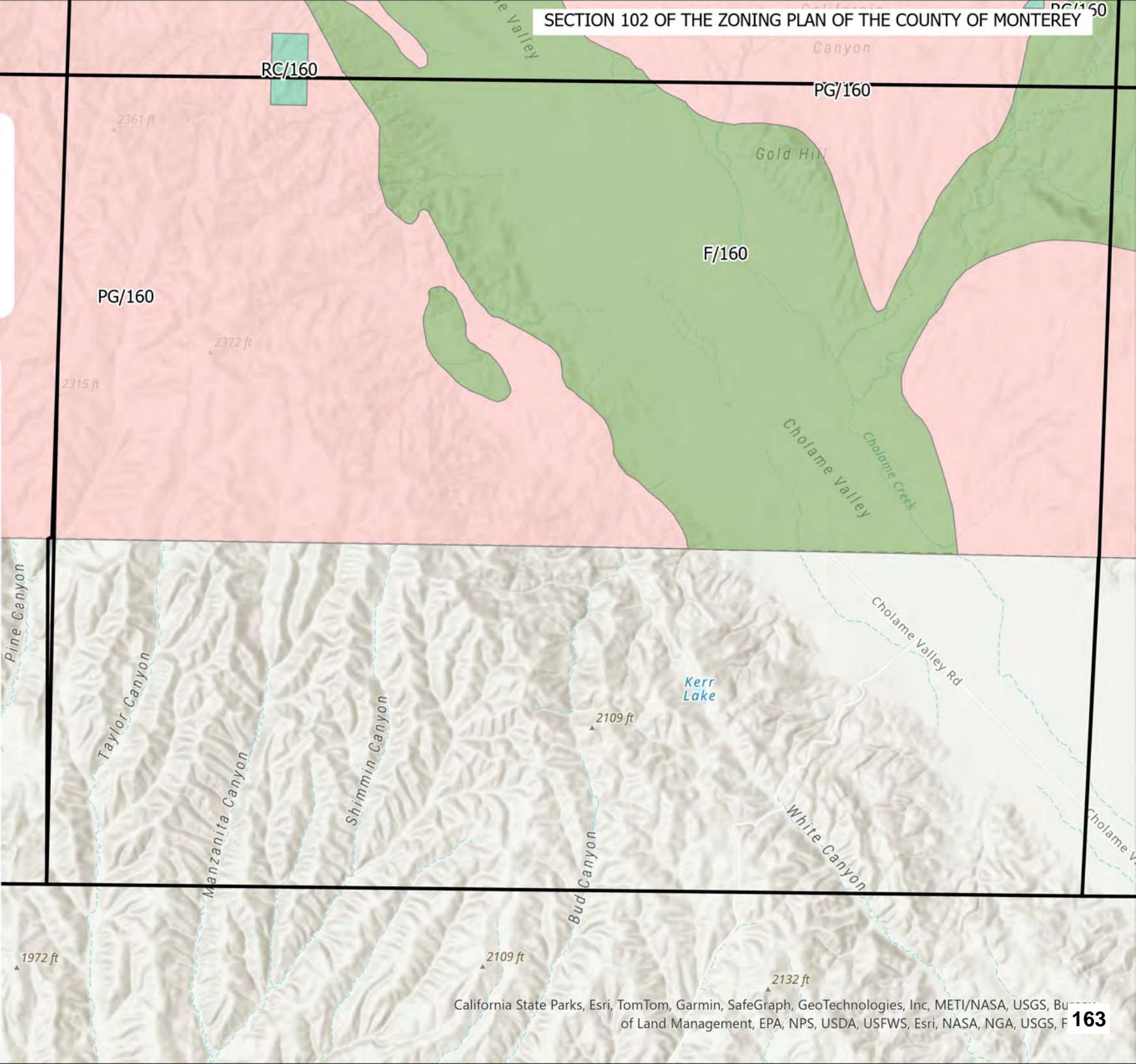
Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number:  
 Amended Ord. Date:

**Zoning Updates**

- Zoning Updates
- Sectional District Boundary

**Zoning Districts**

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

Amended Ord. Number:

Amended Ord. Date:

Zoning Updates

Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC

RC

F/160

Stone  
Corr  
PG/160  
Flats

2048 ft

533 ft

Acebedo

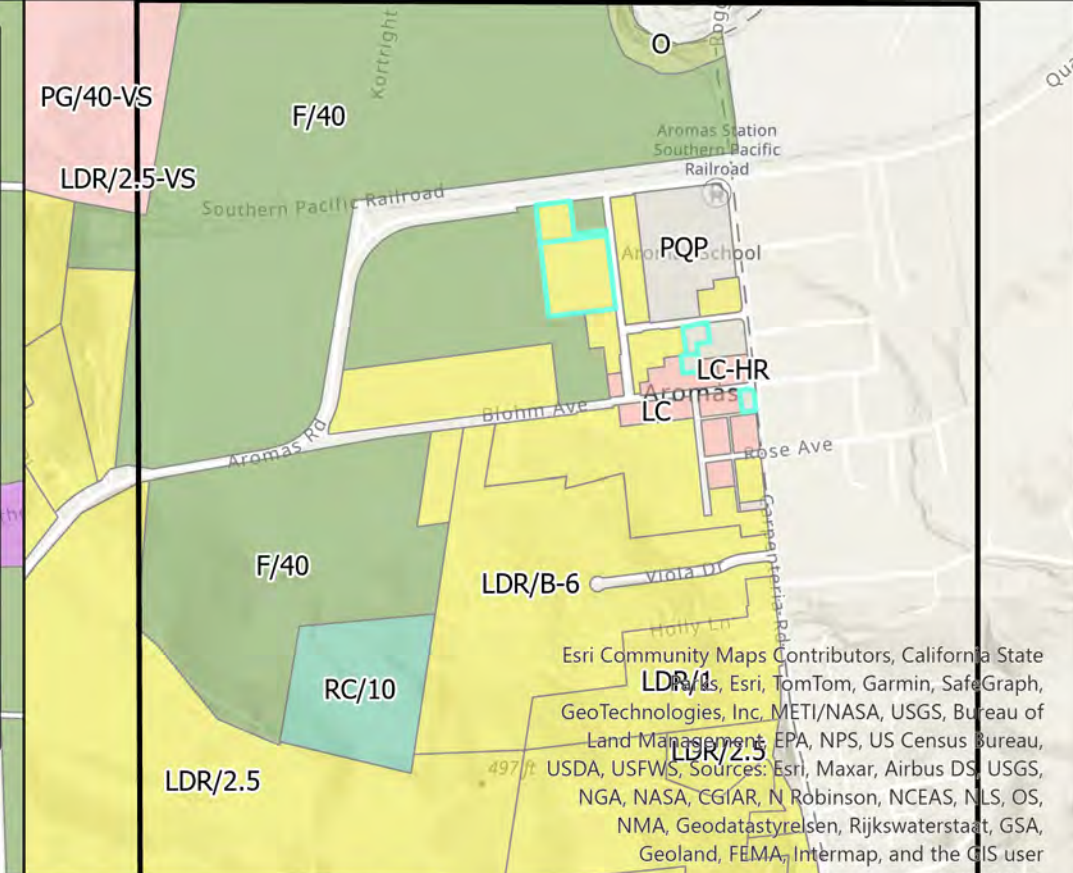
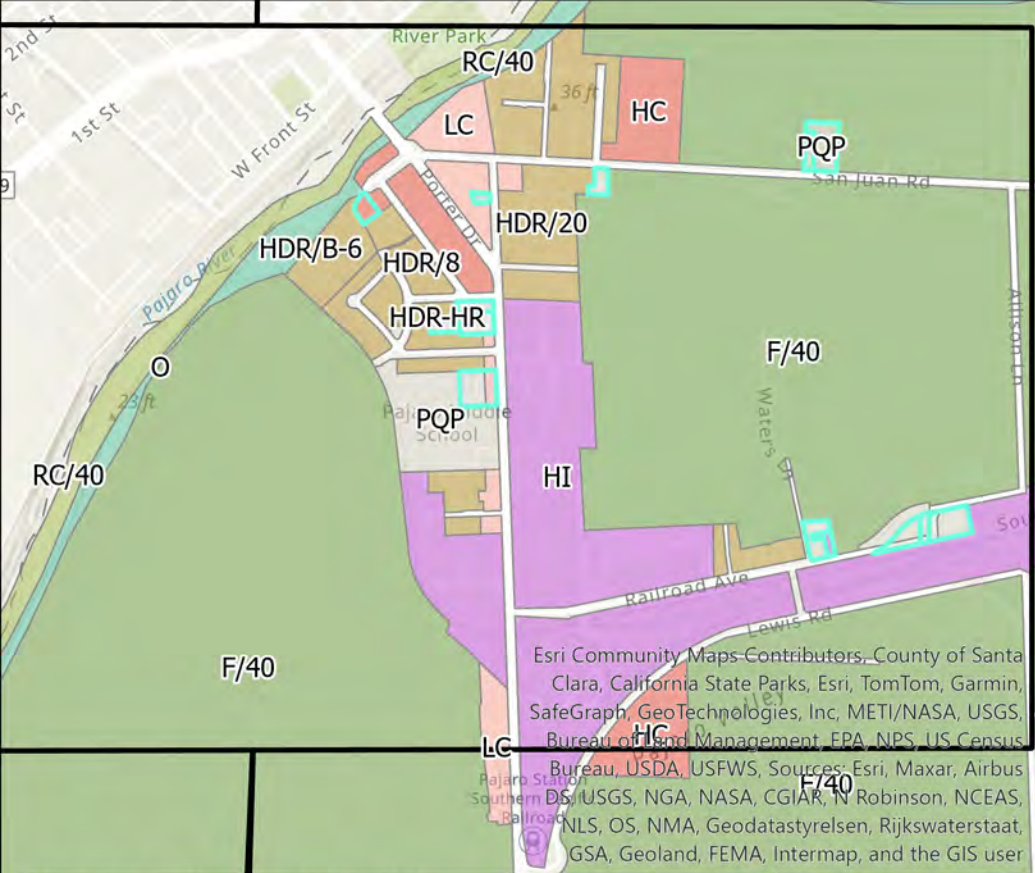
Red Rock Canyon

Cholame Valley  
Cholame Valley Rd

Blue Point

41

41

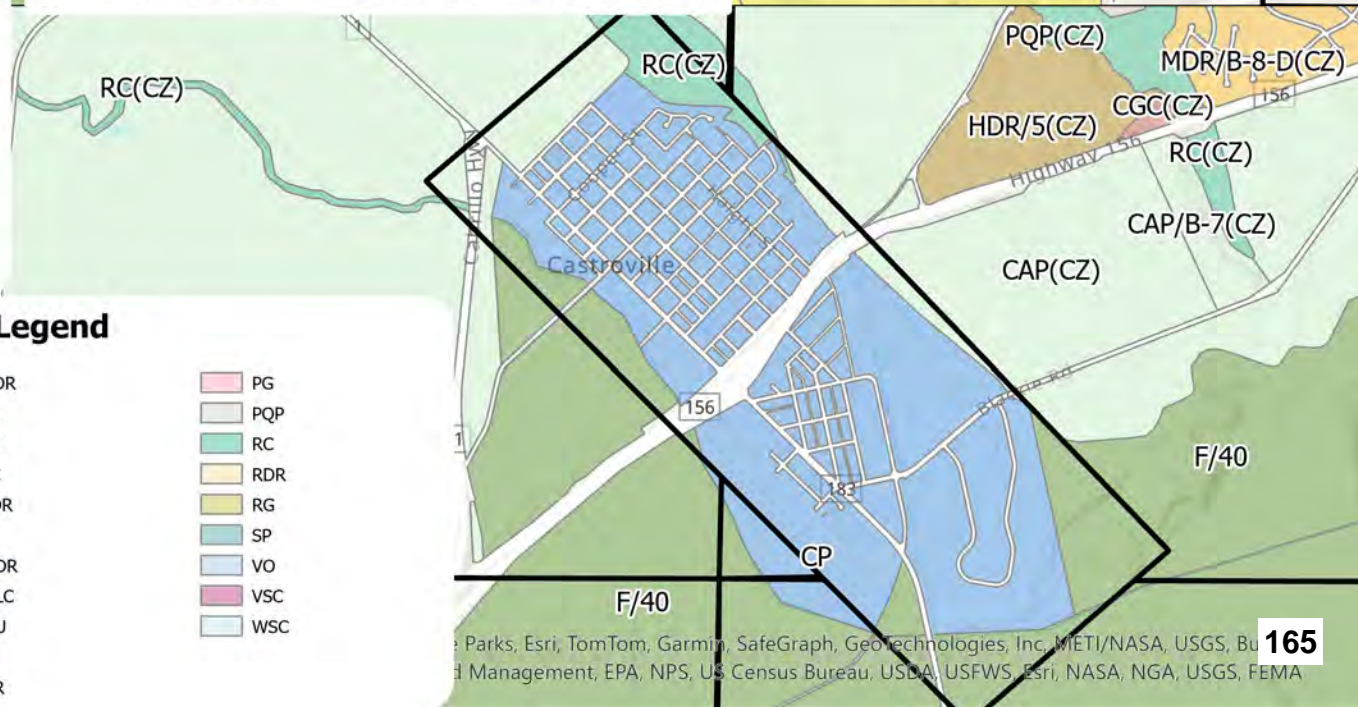


Esri Community Maps Contributors, County of Santa Clara, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user

Esri Community Maps Contributors, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Adopted Ord. Number: 3620; 3627  
 Adopted Ord. Date: 9/8/92  
 Amended Ord. Number: 3650; 3755; 3806; 3826; 3898; 3909; 3924; PCRes02-003; 5129; 5153  
 Amended Ord. Date: 12/15/92; 3/22/94; 6/13/94; 7/18/95; 11/12/96; 3/11/97; 6/3/97; 1/30/02; 3/17/09; 2/23/10

Section 104 of the Zoning Plan of the County of Monterey

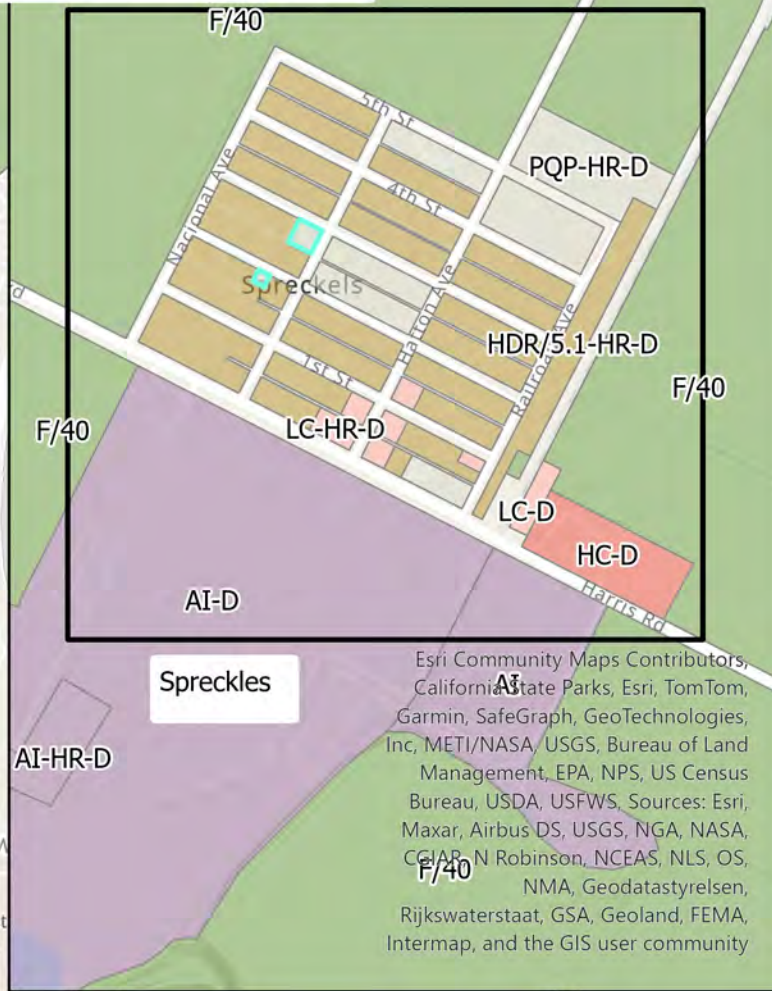
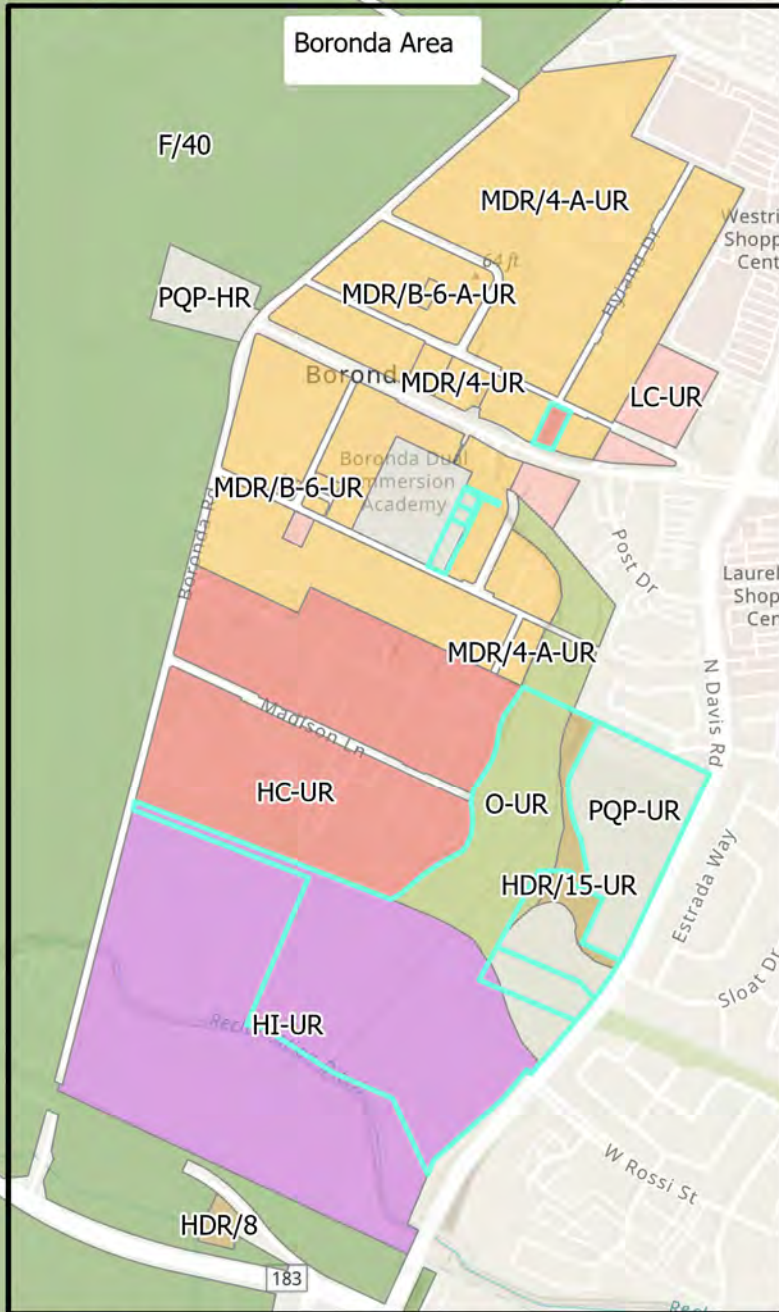


**Legend**

Zoning Updates	HDR	PG
Sectional District Boundary	HI	PQP
<b>Zoning Districts</b>	IC	RC
AC	LC	RDR
AI	LDR	RG
CAP	LI	SP
CGC	MDR	VO
CP	MLC	VSC
F	MU	WSC
OR	O	
HC	OR	

Section 105 of the Zoning Plan of the County of Monterey

Zoning Updates	HDR	OR
Sectional District Boundary	HI	PG
<b>Zoning Districts</b>	IC	PQP
AC	LC	RC
AI	LDR	RDR
CAP	LI	RG
CGC	MDR	SP
CP	MLC	VO
F	MU	VSC
HC	O	WSC



Esri Community Maps Contributors, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CIA, N Robinson, NCEAS, NLS, OS, NMA, Geodastylelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



Chualar

Esri Community Maps Contributors, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CIA, N Robinson, NCEAS, NLS, OS, NMA, Geodastylelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Adopted Ord. Number: 3627

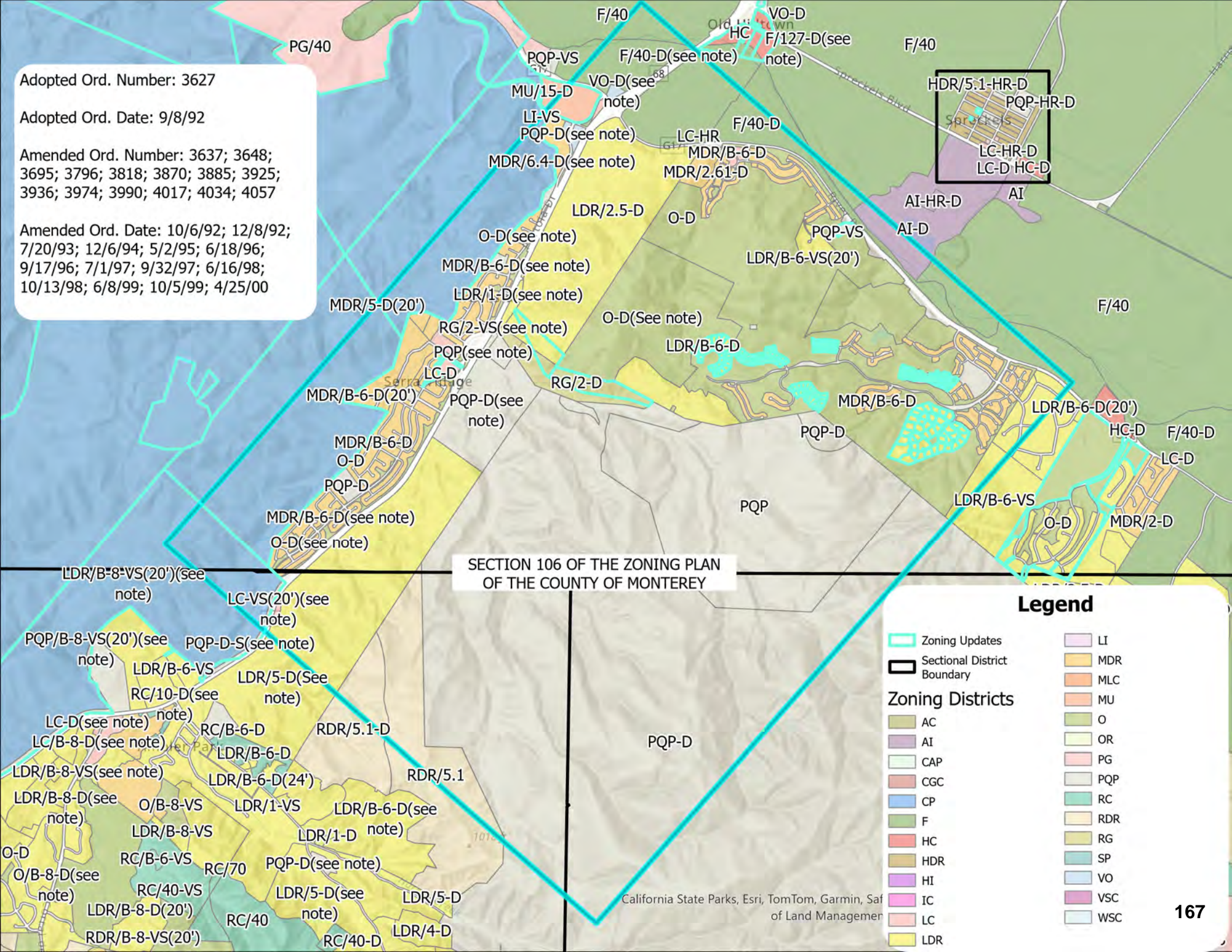
Adopted Ord. Date: 9/8/92

Amended Ord. Number: 3710; 3733; 3752; 3813; 3847; 3977; 3998; 4131; 5002

Amended Ord. Date: 9/21/93; 12/14/93; 3/15/94; 2/14/95; 11/21/95; 7/7/98; 12/1/98; 12/4/98; 9/27/05

Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, City of California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

Adopted Ord. Number: 3627  
 Adopted Ord. Date: 9/8/92  
 Amended Ord. Number: 3637; 3648;  
 3695; 3796; 3818; 3870; 3885; 3925;  
 3936; 3974; 3990; 4017; 4034; 4057  
 Amended Ord. Date: 10/6/92; 12/8/92;  
 7/20/93; 12/6/94; 5/2/95; 6/18/96;  
 9/17/96; 7/1/97; 9/32/97; 6/16/98;  
 10/13/98; 6/8/99; 10/5/99; 4/25/00



SECTION 106 OF THE ZONING PLAN  
 OF THE COUNTY OF MONTEREY

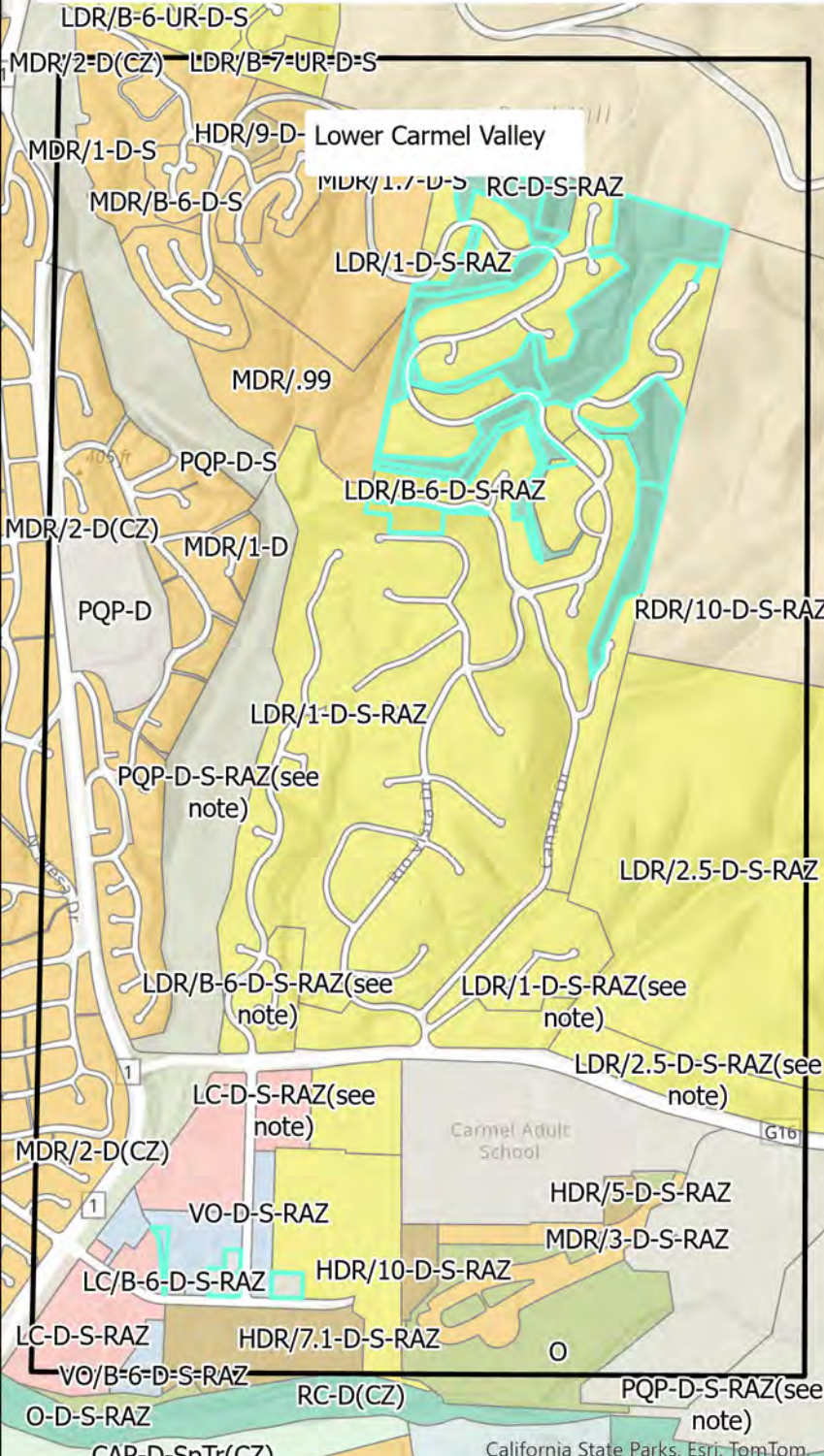
**Legend**

- Zoning Updates
  - Sectional District Boundary
- Zoning Districts**
- |   |   |
|---|---|
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| <span style="display: inline-block; width: 15px; height: 10px; background-color: #cfe2f3; border: 1px solid #ccc; margin-right: 5px;"></span> AI  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> MDR |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #d9ead3; border: 1px solid #ccc; margin-right: 5px;"></span> CAP | <span style="display: inline-block; width: 15px; height: 10px; background-color: #f4cccc; border: 1px solid #ccc; margin-right: 5px;"></span> MLC |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #cfe2f3; border: 1px solid #ccc; margin-right: 5px;"></span> CGC | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> MU  |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #d9ead3; border: 1px solid #ccc; margin-right: 5px;"></span> CP  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> O   |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #cfe2f3; border: 1px solid #ccc; margin-right: 5px;"></span> F   | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> OR  |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #d9ead3; border: 1px solid #ccc; margin-right: 5px;"></span> HC  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> PG  |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #cfe2f3; border: 1px solid #ccc; margin-right: 5px;"></span> HDR | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> PQP |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #d9ead3; border: 1px solid #ccc; margin-right: 5px;"></span> HI  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> RC  |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #cfe2f3; border: 1px solid #ccc; margin-right: 5px;"></span> IC  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> RDR |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #d9ead3; border: 1px solid #ccc; margin-right: 5px;"></span> LC  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> RG  |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #cfe2f3; border: 1px solid #ccc; margin-right: 5px;"></span> LDR | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> SP  |
|   | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> VO  |
|   | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> VSC |
|   | <span style="display: inline-block; width: 15px; height: 10px; background-color: #fce4d6; border: 1px solid #ccc; margin-right: 5px;"></span> WSC |

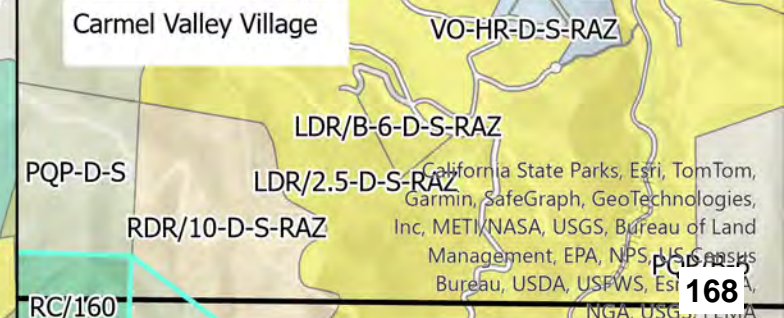
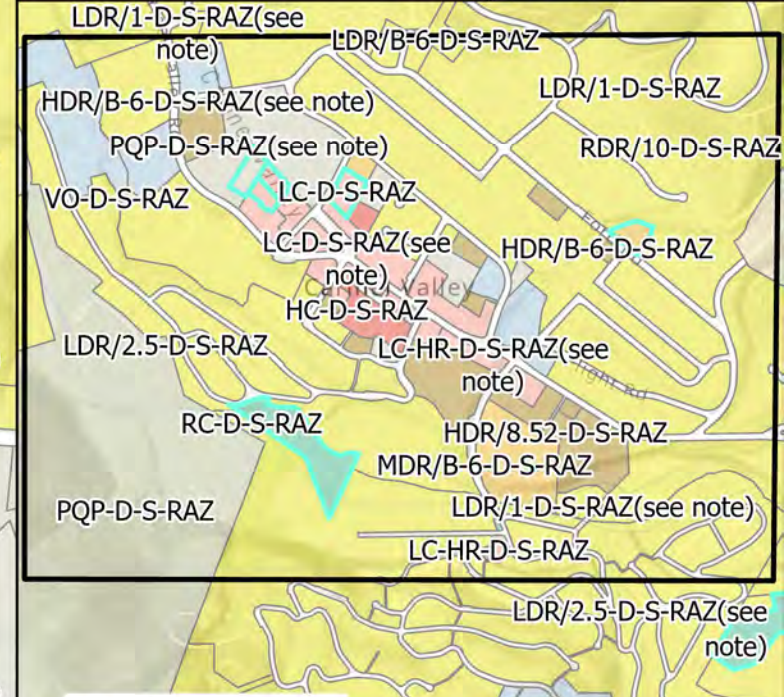
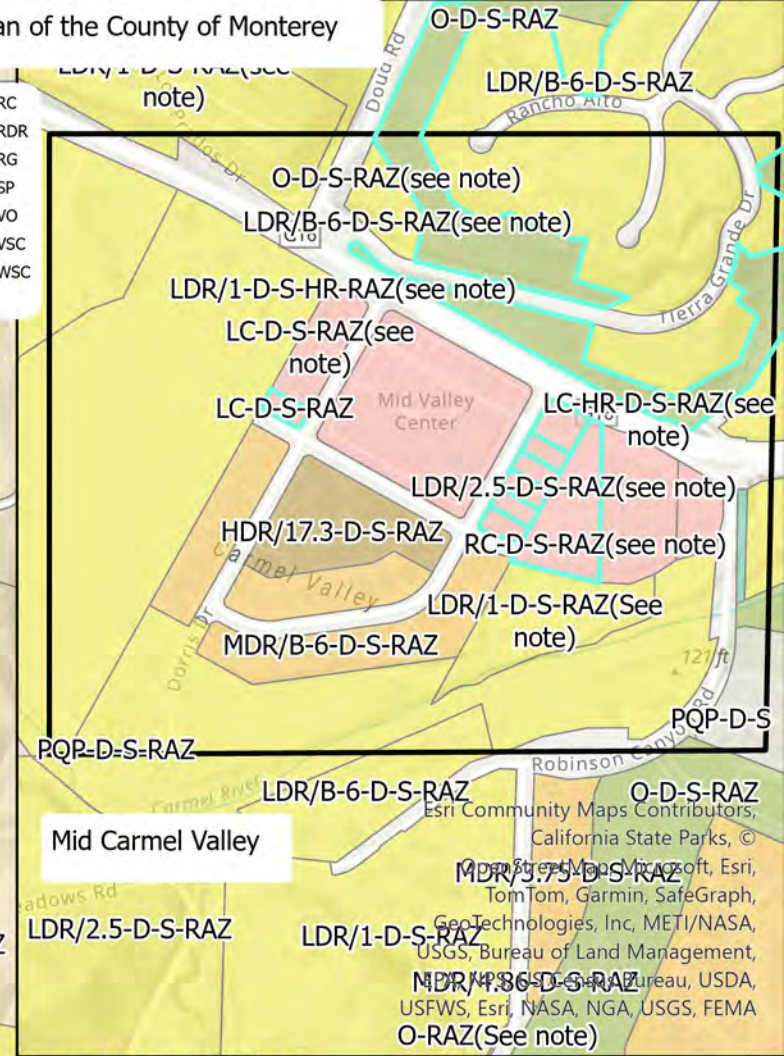
California State Parks, Esri, TomTom, Garmin, Saf  
 of Land Manager

Section 107 of the Zoning Plan of the County of Monterey

Zoning Updates	CP	LI	RC
Sectional District Boundary	F	MDR	RDR
<b>Zoning Districts</b>	HC	MLC	RG
AC	HDR	MU	SP
AI	HI	O	VO
CAP	IC	OR	VSC
CGC	LC	PG	WSC
	LDR	PQP	

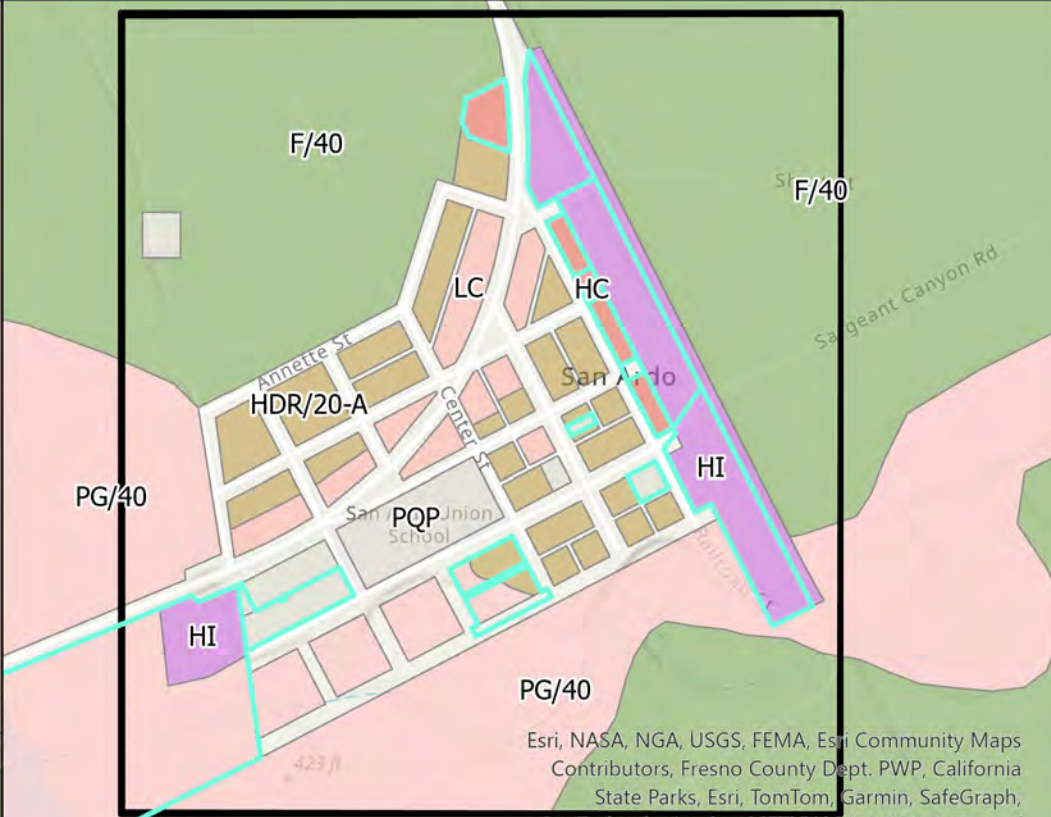
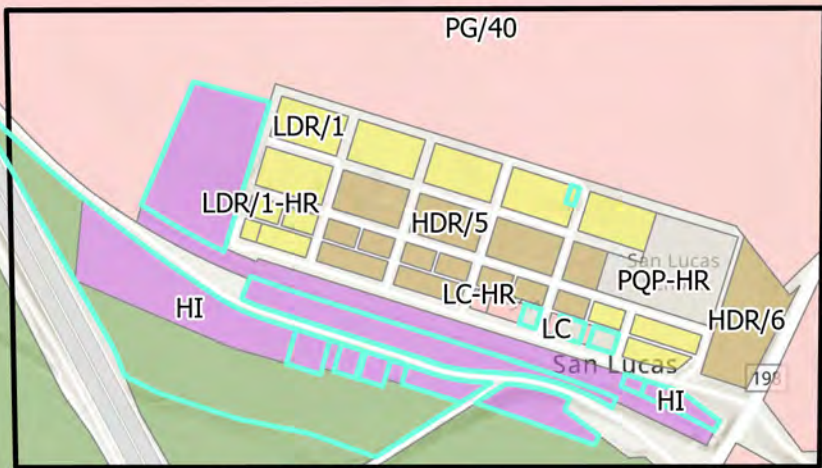


Adopted Ord. Number: 3695  
 Adopted Ord. Date: 7/20/93  
 Amended Ord. Number: 4249; 5161  
 Amended Ord. Date: 11/30/04; 6/29/10



California State Parks, Esri, TomTom, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, JSFWS, Sources: Esri, Maxar, Airbus, NGA, NASA, CGIAR, N Robinson, NLS, OS, NMA, Geodatastyrelsen, kswaterstaat, GSA, Geoland, FEMA, mapbox, and the GIS user community



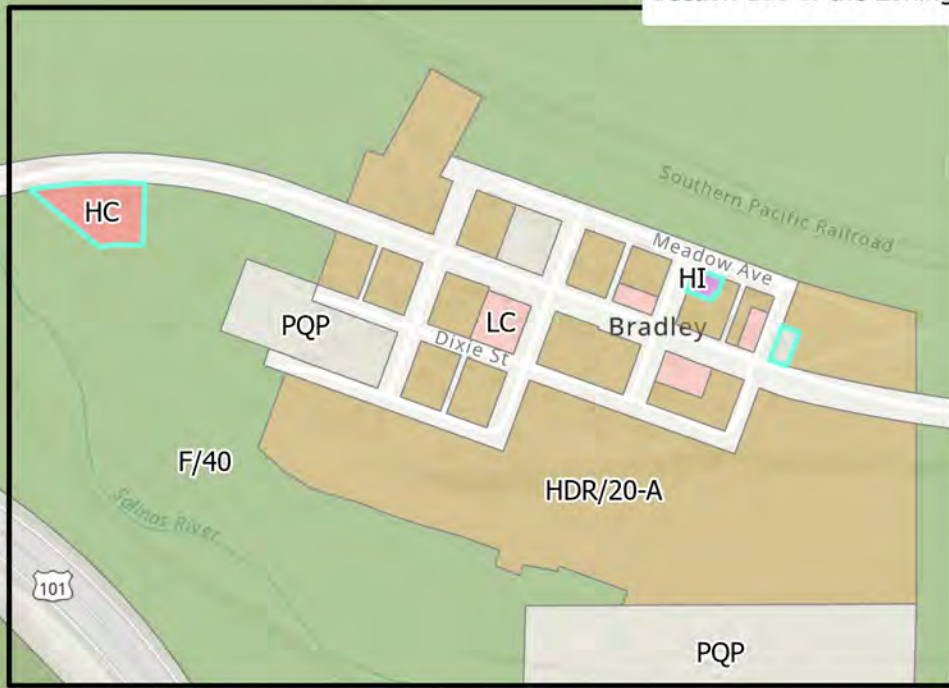


Esri Community Maps Contributors, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA

Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Fresno County Dept. PWP, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

Section 108 of the Zoning Plan of the County of Monterey

Adopted Ord. Number: 3669  
 Adopted Ord. Date: 3/16/93  
 Amended Ord. Number: 3710; 5017; 5022  
 Amended Ord. Date: 9/21/93; 2/14/06; 3/28/06



Esri Community Maps Contributors, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA

**Legend**

Zoning Updates	HDR	PG
Sectional District Boundary	HI	PQP
<b>Zoning Districts</b>	IC	RC
LDR	LC	RDR
LI	MDR	RG
MLC	MU	SP
O	OR	VO
CP		VSC
CGC		WSC
F		
HI		

SECTION 108 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Adopted Ord. Number: 3669

Adopted Ord. Date: 3/16/93

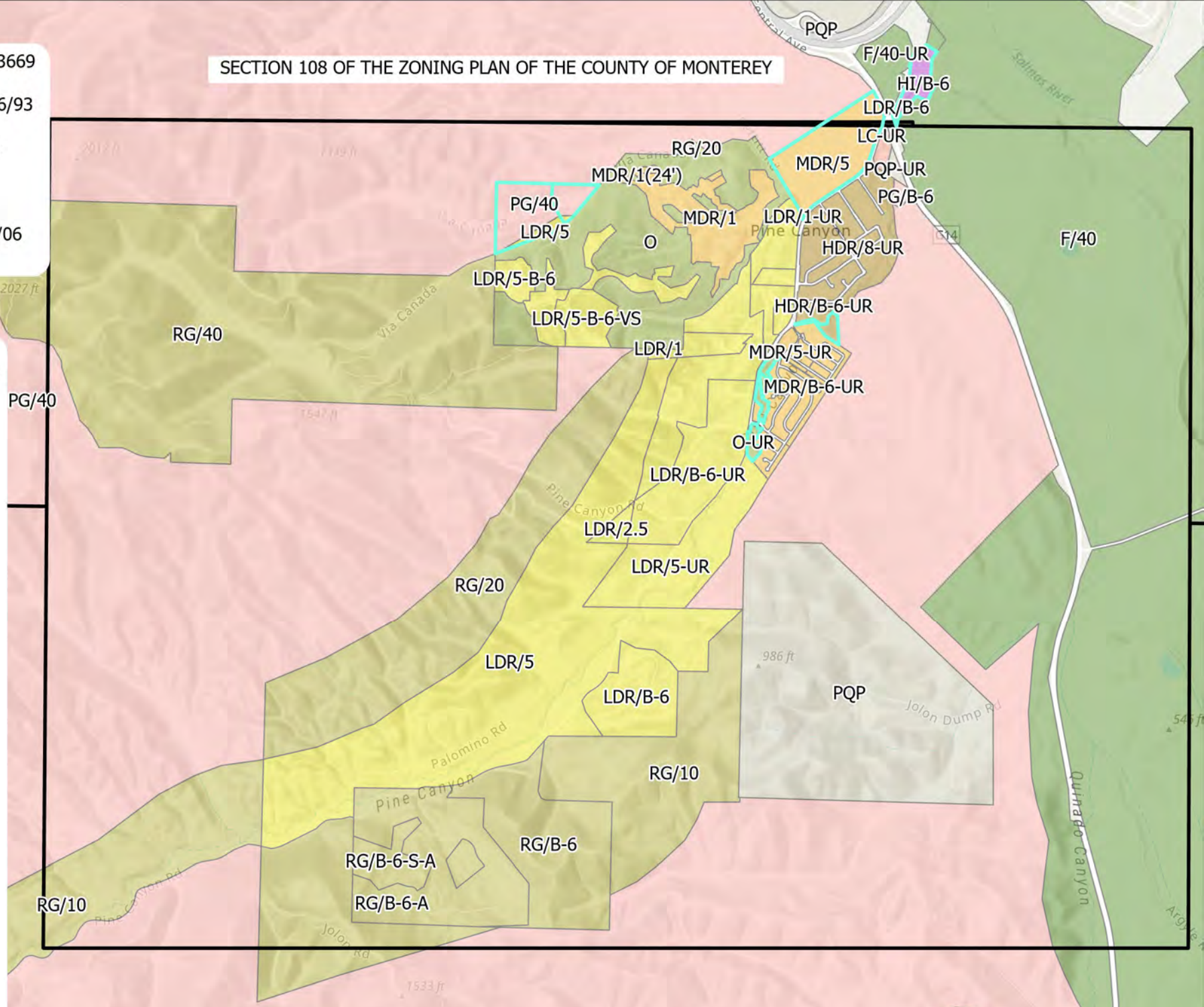
Amended Ord. Number:  
3710; 5017; 5022

Amended Ord. Date:  
9/21/93; 2/14/06; 3/28/06

- Zoning Updates
- Sectional District Boundary

Zoning Districts

- AC
- AI
- CAP
- CGC
- CP
- F
- HC
- HDR
- HI
- IC
- LC
- LDR
- LI
- MDR
- MLC
- MU
- O
- OR
- PG
- PQP
- RC
- RDR
- RG
- SP
- VO
- VSC
- WSC



# Attachment C

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA,  
AMENDING TITLE 21 (NON-COASTAL ZONING) OF THE MONTEREY COUNTY  
CODE TO UPDATE TITLE 21 AND THE ZONING MAPS FOR CONSISTENCY WITH  
THE 2010 GENERAL PLAN**

**County Counsel Summary**

*This ordinance amends numerous zoning district regulation sections of Title 21 (non-coastal zoning) of the Monterey County Code to ensure consistency with the 2010 County of Monterey General Plan. This ordinance amends, updates, and corrects the process for establishing and designating zoning districts in the unincorporated inland area of Monterey County. This ordinance clarifies the process for review of development proposals in areas bordering incorporated cities. Finally, this ordinance updates all of the zoning district maps for the unincorporated inland area of Monterey County.*

The Board of Supervisors of the County of Monterey ordains as follows:

**SECTION 1. Findings and Declarations.**

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey (“County”) may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. Section 65860(a) of Government Code requires that county zoning ordinances be consistent with the general plan of the county. Further, Section 65860(c) of Government Code requires that in the event the zoning ordinance becomes inconsistent with a general plan, “the zoning ordinance shall be amended within a reasonable time so that it is consistent with the general plan, as amended.”

C. On October 26, 2010, pursuant to California Government Code section 65350 *et seq.*, the Board of Supervisors of the County of Monterey adopted a comprehensive update to the County General Plan, referred to as the 2010 County of Monterey General Plan (“General Plan”), for the unincorporated non-coastal area of the County (Board of Supervisors Resolution No. 10-291).

D. The purpose of this ordinance is to implement the General Plan and provide consistency between the County’s non-coastal zoning ordinance and the General Plan. This ordinance ensures consistency between a parcel’s land use designation, as designated by the General Plan, and the parcel’s zoning district. This ordinance clarifies and modernizes the process for updates to the County’s zoning district maps, streamlining the process for such updates and ensuring it is reflective of changes in technology, such as the use of Geographic Information Systems (“GIS”). Finally, this ordinance clarifies the regulations governing the

review of development proposals within an incorporated city’s sphere of influence or in preparation for annexation into an incorporated city.

E. On October 26, 2010, the Board of Supervisors certified an Environmental Impact Report (“EIR”) prepared for the General Plan (Resolution No. 10-290). The EIR evaluated environmental impacts associated with implementation of the General Plan, including changes in land use designations. This ordinance implements the General Plan by ensuring consistency between the General Plan's land use designations and the corresponding zoning districts. Pursuant to Section 15162 of the California Environmental Quality Act Guidelines, no subsequent environmental review is required for this ordinance because the effects of changing land use were analyzed in the General Plan EIR and no substantial changes in project description, substantial changes in circumstances, or new information of substantial importance leading to new significant effects or a substantial increase in the severity of previously identified effects has been identified.

**SECTION 2.** Section 21.08.010 of the Monterey County Code is amended to read as follows:

<b>Designation</b>	<b>District Name</b>
HDR	High Density Residential
MDR	Medium Density Residential
LDR	Low Density Residential
RDR	Rural Density Residential
<u>MU</u>	<u>Mixed Use</u>
LC	Light Commercial
HC	Heavy Commercial
VO	Visitor Serving/Office
AI	Agricultural Industrial
LI	Light Industrial
HI	Heavy Industrial
F	Farmlands
RG	Rural Grazing
PG	Permanent Grazing
RC	Resource Conservation
PQP	Public/Quasi-Public
O	Open Space
SP	Specific Plan
CP	Community Plan District

**SECTION 3.** Subsection (C) of Section 21.08.030 of the Monterey County Code is amended to read as follows:

~~Where uncertainty exists as to the boundaries of any of the aforesaid districts as shown on a Sectional District Map or Maps, the Planning Commission, upon written application or upon its own motion, shall determine the location of such boundaries.~~

C. Uncertainty of Boundaries. If uncertainty exists as to the boundaries of any zoning district shown on the Sectional District Maps, the following rules shall apply:

1. Boundaries indicated as approximately following the center lines of alleys, lanes, streets, highways, streams, rivers, drainage channels, other watercourses, railroads, or other identifiable boundary lines shall be construed to follow such center lines.

2. Boundaries indicated as approximately following lot lines, city or county limits, or extraterritorial boundary lines shall be construed as following such lines, limits, or boundaries.

3. Where a public alley, lane, street, or highway is officially abandoned, the zoning regulations applicable to the abutting property on each side of the center line shall apply up to the center line of such vacated or abandoned alley, lane, street, or highway on each respective side thereof.

4. Should any uncertainty remain as to the location of a zoning district boundary or other feature shown on the Sectional District Maps, the location shall be determined by the Director of Housing and Community Development.

**SECTION 4.** Subsection (D) of Section 21.08.030 of the Monterey County Code is added to read as follows:

D. Absence of Zoning. In the event a parcel of land has no zoning district assigned to it, or the assigned zoning district is from a jurisdiction other than the County of Monterey, regulation of land uses on the parcel shall be governed by the relevant General Plan, Area Plan, or Community Plan land use designation and related policies. The Director of Housing and Community Development shall subsequently determine and assign the most appropriate zoning district to the relevant parcel.

**SECTION 5.** Section 21.08.060 of the Monterey County Code is amended to read as follows:

~~The following Sectional District Maps of the Monterey County Code are hereby amended to add the Industrial Hemp District ("HMP" District) designation to certain properties shown in the revised Sectional District Maps for each of the amended sections listed below with said maps being attached hereto and incorporated herein by reference. This Section shall consist of a series of Sectional District Maps which show the Zoning Plan, being parts of this Title under the provisions of Section 21.08.030, and are for example designated SECTIONS 1, 2, 3 ... OF THE ZONING PLAN OF THE COUNTY OF MONTEREY.~~

**SECTION 6.** Subsection (D) is added to Section 21.50.030 of the Monterey County Code to read as follows:

D. A development proposed within an "UR" District which requires an Administrative Permit, Use Permit, subdivision, change in land use, change in zoning district, or

similar discretionary permit shall be reviewed for compliance with any applicable memorandum of understanding or memorandum of agreement between relevant jurisdictions.

**SECTION 7. ZONING DISTRICT MAP.** The following Section District Maps of Section 21.08.060 of the Monterey County Code are hereby amended to ensure consistency between the inland unincorporated areas governed by the 2010 County of Monterey General Plan and the various zoning districts, in order to maintain consistency with their respective land use designations.

1. Section 21-1
2. Section 21-2a
3. Section 21-2b
4. Section 21-2c
5. Section 21-2d
6. Section 21-3
7. Section 21-4b
8. Section 21-4c
9. Section 21-4d
10. Section 21-5
11. Section 21-6
12. Section 21-7
13. Section 21-8
14. Section 21-9
15. Section 21-10
16. Section 21-11
17. Section 21-12
18. Section 21-13
19. Section 21-14
20. Section 21-15
21. Section 21-16
22. Section 21-17a
23. Section 21-17b
24. Section 21-17c
25. Section 21-17d
26. Section 21-18
27. Section 21-18a
28. Section 21-18c
29. Section 21-19
30. Section 21-20
31. Section 21-21
32. Section 21-22
33. Section 21-23
34. Section 21-24
35. Section 21-24a
36. Section 21-25
37. Section 21-26



38. Section 21-27
39. Section 21-28
40. Section 21-30
41. Section 21-31
42. Section 21-31b
43. Section 21-32
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107. Section 21-101
108. Section 21-102
109. Section 21-103
110. Section 21-104
111. Section 21-105
112. Section 21-106
113. Section 21-107
114. Section 21-108

**SECTION 8. 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 9. EFFECTIVE DATE.** This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED this 12th day of August 2025, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Christopher M. Lopez, Chair  
Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Kelly L. Donlon  
Chief Assistant County Counsel

# Attachment D

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**Before the Planning Commission in and for the  
County of Monterey, State of California**

In the matter of the application of:

**REF140023 – UPDATE TO ZONING MAPS AND CLASSIFICATIONS  
RESOLUTION NO. 25-021**

Resolution by the Monterey County Planning Commission recommending that the Monterey County Board of Supervisors:

- a) Consider and find adoption of the ordinance consistent within the scope of the previously certified Final Environmental Impact Report (FEIR) for the 2010 General Plan (SCH #2007121001); and
- b) Adopt an ordinance amending Title 21 of the Monterey County Code (inland) to amend Chapter 21.08 and Chapter 21.50 and amend Sections 1-108 of the Sectional District Maps of Section 21.08.060 of Title 21 (Non-coastal Zoning Ordinance). (**Attachment 1**).

**The proposed ordinances amending the Monterey County Code, establishing amendments to the process for updating Sectional District Maps and ensuring consistency with the adopted 2010 County of Monterey General Plan land use designations came before the Planning Commission at a duly noticed public hearing on April 30, 2025. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony and other evidence presented, the Planning Commission forwards the following recommendation to the Board of Supervisors with reference to the following facts:**

**I. RECITALS**

1. 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.

2. On October 26, 2010, the Board of Supervisors of Monterey County certified an Environmental Impact Report (“EIR”) prepared for the General Plan (Resolution No. 10-290). The EIR evaluated environmental impacts associated with implementation of the General Plan, including changes in land use designation. This ordinance implements the General Plan by ensuring there is consistency between the land use designations and the zoning districts. Pursuant to Section 15162 of the Guidelines for Implementation of the California Environmental Quality Act, no subsequent environmental review is required for this ordinance because the effects of

changes in land use designation were analyzed in the General Plan EIR, and no substantial changes in project description, substantial changes in circumstances, or new information of substantial importance leading to new significant effects or a substantial increase in the severity of previously identified effects has been identified.

3. On October 26, 2010, pursuant to California Government Code section 65350 *et seq.*, the Board of Supervisors of the County of Monterey adopted a comprehensive update to the County General Plan, referred to as the 2010 County of Monterey General Plan (“General Plan”), for the unincorporated non-coastal area of the General Plan (Board of Supervisors Resolution No. 10-291).

4. Beginning in 2014, the County of Monterey Housing and Community Development Department (“HCD”) scoped the project to implement zoning map updates in the General Plan.

5. On December 10, 2014, the Planning Commission (“Commission”) received a workshop on the update of the zoning maps for consistency with the General Plan policies and land use designations.

6. On October 28, 2015, the Commission received a workshop to consider necessary updates to Title 21 for the codification of new zoning maps pursuant to the General Plan.

7. On November 18, 2015, the Commission received a continued workshop to consider necessary updates to Title 21 for the codification of new zoning maps pursuant to the General Plan.

8. On March 13, 2024, the Commission received a status update on the project and provided direction to staff on the proposed revised project scope.

9. State law requires the Commission to hold a noticed public hearing on proposed amendments to zoning ordinances and to make a written recommendation to the Board of Supervisors.

10. On April 30, 2025, the Commission held a duly noticed public hearing to consider making a recommendation to the Board on the proposed ordinance (**Attachment 1**). At least 20 days before the hearing date, notices of the hearing before the Commission were published in the Monterey County Weekly.

## II. DECISION

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission hereby recommends that the Board of Supervisors:

- a) Consider and find adoption of the ordinance consistent within the scope of the previously certified Final Environmental Impact Report (FEIR) for the 2010 General Plan (SCH #2007121001); and
- b) Adopt an ordinance amending Title 21 of the Monterey County Code (inland) to amend Chapter 21.08 and Chapter 21.50 and amend Sections 1-108 of the Sectional District Maps of Section 21.08.060 of Title 21 (Non-coastal Zoning Ordinance). (**Attachment 1**).

**PASSED AND ADOPTED** on this 30<sup>th</sup> day of April 2025, upon motion of Commissioner Gomez, seconded by Commission Mendoza and passed by the following vote:

AYES: Getzelman, Mendoza, Gomez, Diehl, Hartzell, Gonzalez, Work, Monsalve, Shaw, Roberts

NOES: None

ABSENT: None

ABSTAIN: None

By: DocuSigned by:  
*Melanie Beretti*  
F6C3AC03D78644E...  
Melanie Beretti, AICP  
Planning Commission Secretary



**EXHIBIT A – ATTACHMENT 1**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA,  
AMENDING TITLE 21 (NON-COASTAL ZONING) OF THE MONTEREY COUNTY  
CODE TO UPDATE TITLE 21 AND THE ZONING MAPS FOR CONSISTENCY WITH  
THE 2010 GENERAL PLAN**

**County Counsel Summary**

*This ordinance amends numerous zoning district regulation sections of Title 21 (non-coastal zoning) of the Monterey County Code to ensure consistency with the 2010 County of Monterey General Plan. This ordinance amends, updates, and corrects the process for establishing and designating zoning districts in the unincorporated inland area of Monterey County. This ordinance clarifies the process for review of development proposals in areas bordering incorporated cities. Finally, this ordinance updates all of the zoning district maps for the unincorporated inland area of Monterey County.*

The Board of Supervisors of the County of Monterey ordains as follows:

**SECTION 1. Findings and Declarations.**

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey (“County”) may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. Section 65860(a) of Government Code requires that county zoning ordinances be consistent with the general plan of the county. Further, Section 65860(c) of Government Code requires that in the event the zoning ordinance becomes inconsistent with a general plan, “the zoning ordinance shall be amended within a reasonable time so that it is consistent with the general plan, as amended.”

C. On October 26, 2010, pursuant to California Government Code section 65350 *et seq.*, the Board of Supervisors of the County of Monterey adopted a comprehensive update to the County General Plan, referred to as the 2010 County of Monterey General Plan (“General Plan”), for the unincorporated non-coastal area of the County (Board of Supervisors Resolution No. 10-291).

D. The purpose of this ordinance is to implement the General Plan and provide consistency between the County’s non-coastal zoning ordinance and the General Plan. This ordinance ensures consistency between a parcel’s land use designation, as designated by the General Plan, and the parcel’s zoning district. This ordinance clarifies and modernizes the process for updates to the County’s zoning district maps, streamlining the process for such updates and ensuring it is reflective of changes in technology, such as the use of Geographic Information Systems (“GIS”). Finally, this ordinance clarifies the regulations governing the

## EXHIBIT A – ATTACHMENT 1

review of development proposals within an incorporated city’s sphere of influence or in preparation for annexation into an incorporated city.

E. On October 26, 2010, the Board of Supervisors certified an Environmental Impact Report (“EIR”) prepared for the General Plan (Resolution No. 10-290). The EIR evaluated environmental impacts associated with implementation of the General Plan, including changes in land use designations. This ordinance implements the General Plan by ensuring consistency between the General Plan's land use designations and the corresponding zoning districts. Pursuant to Section 15162 of the California Environmental Quality Act Guidelines, no subsequent environmental review is required for this ordinance because the effects of changing land use were analyzed in the General Plan EIR and no substantial changes in project description, substantial changes in circumstances, or new information of substantial importance leading to new significant effects or a substantial increase in the severity of previously identified effects has been identified.

**SECTION 2.** Section 21.08.010 of the Monterey County Code is amended to read as follows:

<b>Designation</b>	<b>District Name</b>
HDR	High Density Residential
MDR	Medium Density Residential
LDR	Low Density Residential
RDR	Rural Density Residential
<u>MU</u>	<u>Mixed Use</u>
LC	Light Commercial
HC	Heavy Commercial
VO	Visitor Serving/Office
AI	Agricultural Industrial
LI	Light Industrial
HI	Heavy Industrial
F	Farmlands
RG	Rural Grazing
PG	Permanent Grazing
RC	Resource Conservation
PQP	Public/Quasi-Public
O	Open Space
SP	Specific Plan
CP	Community Plan District

**SECTION 3.** Subsection (C) of Section 21.08.030 of the Monterey County Code is amended to read as follows:

~~Where uncertainty exists as to the boundaries of any of the aforesaid districts as shown on a Sectional District Map or Maps, the Planning Commission, upon written application or upon its own motion, shall determine the location of such boundaries.~~

## EXHIBIT A – ATTACHMENT 1

C. Uncertainty of Boundaries. If uncertainty exists as to the boundaries of any zoning district shown on the Sectional District Maps, the following rules shall apply:

1. Boundaries indicated as approximately following the center lines of alleys, lanes, streets, highways, streams, rivers, drainage channels, other watercourses, railroads, or other identifiable boundary lines shall be construed to follow such center lines.

2. Boundaries indicated as approximately following lot lines, city or county limits, or extraterritorial boundary lines shall be construed as following such lines, limits, or boundaries.

3. Where a public alley, lane, street, or highway is officially abandoned, the zoning regulations applicable to abutting property on each of the center line shall apply up to the center line of such vacated or abandoned alley, lane, street, or highway on each respective side thereof.

4. Should any uncertainty remain as to the location of a zoning district boundary or other feature shown on the Sectional District Maps, the location shall be determined by the Director of Housing and Community Development.

**SECTION 3.** Subsection (D) of Section 21.08.030 of the Monterey County Code is added to read as follows:

D. Absence of Zoning. In the event a parcel of land has no zoning district assigned to it, or the assigned zoning district is from a jurisdiction other than the County of Monterey, regulation of land uses on the parcel shall be governed by the relevant General Plan, Area Plan, or Community Plan land use designation and related policies. The Director of Housing and Community Development shall subsequently determine and assign the most appropriate zoning district to the relevant parcel.

**SECTION 4.** Section 21.08.060 of the Monterey County Code is amended to read as follows:

~~The following Sectional District Maps of the Monterey County Code are hereby amended to add the Industrial Hemp District ("HMP" District) designation to certain properties shown in the revised Sectional District Maps for each of the amended sections listed below with said maps being attached hereto and incorporated herein by reference. This Section shall consist of a series of Sectional District Maps which show the Zoning Plan, being parts of this Title under the provisions of Section 21.08.030, and are for example designated SECTIONS 1, 2, 3 ... OF THE ZONING PLAN OF THE COUNTY OF MONTEREY.~~

**SECTION 5.** Subsection (D) is added to Section 21.50.030 of the Monterey County Code to read as follows:

D. A development proposed within an "UR" District which requires an Administrative Permit, Use Permit, subdivision, change in land use, change in zoning district, or

## EXHIBIT A – ATTACHMENT 1

similar discretionary permit shall be reviewed for compliance with any applicable memorandum of understanding or memorandum of agreement between relevant jurisdictions.

**SECTION 6. ZONING DISTRICT MAP.** The following Section District Maps of Section 21.08.060 of the Monterey County Code are hereby amended to ensure consistency between the inland unincorporated areas governed by the 2010 County of Monterey General Plan and the various zoning districts, in order to maintain consistency with their respective land use designations.

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34. Section 21-24
35. Section 21-24a
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37. Section 21-26

## EXHIBIT A – ATTACHMENT 1

38. Section 21-27
39. Section 21-28
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41. Section 21-31
42. Section 21-31b
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## EXHIBIT A – ATTACHMENT 1

84. Section 21-78
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111. Section 21-105
112. Section 21-106
113. Section 21-107
114. Section 21-108

**SECTION 7. 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.

**EXHIBIT A – ATTACHMENT 1**

**SECTION 8. EFFECTIVE DATE.** This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED this 24<sup>th</sup> day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Christopher M. Lopez, Chair  
Monterey County Board of Supervisors

A T T E S T :

VALERIE RALPH  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Kelly L. Donlon  
Chief Assistant County Counsel



# County of Monterey

## Item No.9

### Board Report

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

Legistar File Number: OBM 25-115

August 12, 2025

**Introduced:** 8/4/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Other Board Matters

Referral Matrix and New Referrals



**Monterey County Board of Supervisors**

MEETING:		August 12, 2025 - Other Board Matters							
SUBJECT:		Board Referrals Update							
DEPARTMENT:		County Administrative Office							
Item #	Brd Ref #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. Referral modified on August 24, 2021 to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral was been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in <del>January 2025</del> <del>July 2025</del> August 2025.	Pending
2	2017.20	11/19/19	Alejo	PWFP		Ishii	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020.  Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities.  At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a \$3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff received noticed from the Salinas Regional Soccer complex that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations. Project is on hold pending funding. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff submitted for FY26 Federal Earmarks.	Postponed
3	2018.28	12/4/2018	Phillips	HCD		Spencer	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs." HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing.	Pending
4	2020.22	7/7/2020	Church	CAO		Bokanovich	Referral Process Amendment	This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. In April 2021, the Board approved an amended Board Referral process, which included an exception for urgent matters and provided for Board review of pending referrals on an annual basis. Board review of the referral procedures is anticipated to occur in January 2025, in conjunction with other Board policies. Staff anticipates a further response to the Board in <del>July 2025</del> August 2025.	Pending
5	2021.05	3/2/2021	Alejo	PWFP		Ishii	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potential donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project. Staff provided an update to the Board on June 13, 2023. Staff provided a status update at the June 13 BOS. Funding efforts are at 44% overall project cost. Funding raising efforts have raised enough money to develop plans for permit. Staff initiated a draw from the Community Foundation fund to begin drawings for permit. Construction implementation is pending additional funding. Unfunded project budget of \$50,000 is proposed for FY26 CIP funding and prioritization.	Pending
6	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a response to this referral in <del>January 2025</del> <del>July 2025</del> August 2025..	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
7	2021.25	11/16/2021	Askew	HCD		Spencer	East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025.	Pending
8	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to \$1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of January/Fall 2025.	Pending
9	2022.02	1/11/2022	Askew	CAO		Blich/Chiuolos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision.	Pending
10	2022.04	2/1/2022	Church/Lopez	HCD		Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
11	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the February 28, 2023 March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs.	Pending
12	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerabale	East Salinas District 1 Office/ <b>District 1 Carryover Office Budget Funding For Planned East Salinas Office</b>	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. <b>Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas.</b> Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted.	Pending
13	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending
14	2023.09	4/18/2023	Alejo	PWFP		Ishii	Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
15	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan expected to be completed in Fall 2025.	Pending
16	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programmed to be completed in future years.	Pending
17	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of \$2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement.	Pending
18	2023.21	11/7/2023	Church	CAO		Chitulos/Bokanovitch	Non-County Entity Appointments Procedure for Supervisors	This referral requestst that staff amend the current policy for appointments of County Supervisors to Non-County entities. In November 2023, the Board established an ad hoc to review and vet non-county entity appointment procedures. A meeting of the Ad Hoc was convened in late October 2024. An update report will be provided to the Board on <del>December 4, 2024</del> July 2025 August 2025.	Pending
19	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge.	Pending
20	2024.03	3/12/2024	Lopez	CAO		Vauglin	Wine Improvement District	This referral requests examination of sales or transactions and use tax records for the purpose of forming a wine improvement district in Monterey County. A preliminary response was presented to the Board on April 23, 2024. Staff is continuing to work with Vintners and will provide an update to the Board at a future date.	Pending
21	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
22	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in Summer 2025.	Pending
23	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – “Tenant relocation provisions for rental housing” to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in “future years.” The Board is asked to help review and prioritize the long-range projects annually.	Pending
24	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation.	Pending
25	2024.11	9/10/2024	Church	Health		Jimenez	Modifications to the County’s Rooster Ordinance	This referral seeks to modify the County’s Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025.	Pending
26	2024.12	9/24/2024	Alejo	HCD		Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner’s Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13.	Pending
27	2024.13	9/24/2024	Alejo	CAO		Paolinelli/Wilson	Tiny Homes Village Renaming	This referral requests that the name of the pending Tiny Homes Village in Watsonville be changed to a more suitable name that inspires hope, that is easy to pronounce bilingually, and that has input from Monterey County, Santa Cruz County and the City of Watsonville. A preliminary response will be presented to the Board in January 2025. The Supervisors agreed that the renaming of the Watsonville Tiny Village will not be revisited until the Building Permit has been issued. The Counties are still working closely with the City to meet the remaining components of this process. Staff anticipates it will be completed in May 2025. Staff will provide a response in August 2025.	Pending
28	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025.	Pending
29	2025.01	2/4/2025	Alejo	County Counsel		Bltich	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission for consideration in 2025. The portions of Measure Z that implement a fracking ban in the inland portions of Monterey County have now been put in place. Specifically, the 2010 General Plan and Ford Ord Master Plan have been updated. In consultation with Coastal Commission staff, HCD staff learned that the coastal land use plan amendments need to return to the Board before they can be submitted to the Coastal Commission. County Counsel’s Office staff is working with HCD staff to return to the Board with the item, and then resubmit to the Coastal Commission.	Pending
30	2025.03	4/22/2025	Askew	CAO/COB		Chulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
31	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chulos/Bltich/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. Staff will provide a preliminary analysis response on May 13, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
32	2025.05	5/13/2025	Daniels	PW/FP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025.	Pending
33	2025.06	6/10/2025	Alejo/Lopez	Health		Elsa	Monterey County Health Department Clinics Indigenous Pilot Program	The purpose of this referral is design a pilot program at the Alisal Health Clinic in East Salinas to better meet the healthcare language needs of our Indigenous Oaxacan patients. Staff will provide a preliminary analysis response on July 8, 2025.	Pending
34	2025.07	8/5/2025	Alejo	PW/FP		Ishii	The Alisal Arch of East Salinas	The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project. Staff will provide a preliminary response to the Board on August 26, 2025.	Pending
35	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on August 26, 2025.	Pending
<i>Completed by Executive Assistant on August 7, 2025</i>									



# County of Monterey

**Item No.10**

## Board Report

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

**Legistar File Number: OBM 25-116**

**August 12, 2025**

**Introduced:** 8/4/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Other Board Matters

County Administrative Officer Comments



# County of Monterey

## Item No.11

### Board Report

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

Legistar File Number: OBM 25-117

August 12, 2025

**Introduced:** 8/4/2025

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** Other Board Matters

Board Comments



# County of Monterey

**Item No.**

## Board Report

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

**Legistar File Number: 25-579**

**August 12, 2025**

**Introduced:** 8/7/2025

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** General Agenda Item

2025 Board of Supervisors Meeting Schedule



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

Adopt the Board of Supervisors' meeting )  
 schedule for the calendar year 2025..... )

The Board will meet on Wednesday, May 28, 2025, at 9:00 a.m. and Thursday, May 29, 2025, at 9:00 a.m. for Budget Hearings and will meet every Tuesday at 9:00 a.m., as scheduled below:

<b>Meeting On:</b>
January 7, 2025
January 14, 2025
January 28, 2025
February 4, 2025
February 7, 2025 Legislative Workshop - Friday
February 18, 2025
February 25, 2025
March 7, 2025 BOS/Dept. Head Retreat - Friday
March 11, 2025
March 18, 2025
March 25, 2025 Budget Workshop
April 15, 2025
April 22, 2025
April 29, 2025
May 6, 2025
May 13, 2025
May 20, 2025
May 28, 2025 Budget Hearings - Wednesday
May 29, 2025 Budget Hearings – Thursday (If needed)
June 3, 2025
June 10, 2025
June 17, 2025 Budget Adoption, etc.
June 24, 2025
June 26, 2025 Executive Performance Evaluations -Thursday
June 27, 2025 Executive Performance Evaluations – Friday (If needed)
July 1, 2025
July 8, 2025
August 5, 2025
August 12, 2025
August 19, 2025
August 26, 2025
September 16, 2025
September 23, 2025
September 30, 2025
October 7, 2025
October 14, 2025
October 21, 2025
October 28, 2025
November 4, 2025
November 18, 2025

December 2, 2025
December 9, 2025
December 10, 2025 – Wednesday Overflow (If needed)
December 11, 2025 Executive Performance Evaluations - Thursday
December 12, 2025 Executive Performance Evaluations – Friday (If needed)

The Board will not meet on the following dates in observance of holidays, other recesses and conferences or otherwise posted, at 9:00 a.m. as noted below:

No Meeting On:	In observance of:
January 21, 2025	Martin Luther King’s Day
February 11, 2025	National Association of Counties Conference (NACo)
March 4, 2025	Dept Head Retreat
April 1, 2025	Cesar Chavez Day
April 8, 2025	Spring Break
May 27, 2025	Memorial Day
July 15, 2025	Summer Recess
July 22, 2025	Summer Recess
July 29, 2025	Summer Recess
September 2, 2025	Labor Day
September 9, 2025	Legislative Conference
November 11, 2025	Veterans Day
November 25, 2025	Thanksgiving Day
December 16, 2025	Winter Break
December 23, 2025	Winter Break
December 30, 2025	Winter Break

PASSED AND ADOPTED on this 24<sup>th</sup> day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on September 24, 2024.

Dated: September 27, 2024

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

  
Emmanuel H. Santos, Deputy



# County of Monterey

Item No.12

## Board Report

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

Legistar File Number: 25-562

August 12, 2025

**Introduced:** 8/1/2025

**Current Status:** Natividad Medical Center  
- Consent

**Version:** 1

**Matter Type:** General Agenda Item

- a. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to execute all documents necessary to approve Change Order #1 in the amount of \$1,153,761 to increase pier depths of solar canopies and to implement necessary Americans with Disabilities Act upgrades with Opterra Energy Services as part of the ongoing solar project at Natividad Medical Center; and,
- b. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to increase the contingency budget for this project by \$357,000 as part of this change order; and,
- c. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to fund the implementation of these change orders using \$429,026 from Natividad Medical Center's Enterprise Fund NMC001-451-9600-8142.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to execute all documents necessary to approve Change Order #1 in the amount of \$1,153,761 to increase pier depths of solar canopies and to implement necessary ADA upgrades with Opterra Energy Services as part of the ongoing solar project at Natividad Medical Center; and,
- b. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to increase the contingency budget for this project by \$357,000 as part of this change order; and,
- c. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to fund the implementation of these change orders using \$429,026 from Natividad Medical Center's Enterprise Fund NMC001-451-9600-8142.

### SUMMARY:

On December 3, 2024, the Board of Supervisors (Board) approved entering into Agreements between the County and ENGIE Services U.S. Inc. (ENGIE), now known as Opterra Energy Services (Opterra) to implement solar energy projects at Natividad Medical Center (NMC) at 1441 Constitution Blvd., Salinas (NMC Agreement), the Information Technology Department (ITD) building at 1590 Moffett Street, Salinas, and the County Administration Building, located at the downtown Government Center, 168 W. Alisal Street, Salinas (County Agreement).

Staff is requesting authorization to execute Change Order #1 to implement the NMC solar project in the amount of \$1,153,761. This change order consists of three items: Item #1 is in the amount of \$1,107,118 and funds necessary ADA upgrades to comply with code requirements. Item #2 in the amount of \$46,643 is necessary to increase pier depths of solar canopies to mitigate adverse soil conditions found on site. To absorb these costs with sufficient contingency budget, the NMC solar project must account for a budget shortfall of \$429,026. Staff request

authorization for NMC to use existing Natividad Medical Center's Enterprise Fund NMC001-451-9600-8142 to fund this contingency shortfall. Item #3 of this change order stipulates that NMC will add an additional \$357,000 to the existing contingency budget of \$906,735. Any additional contingency costs or scope required change orders will be paid at the cost of Opterra, as stipulated in the language of Change Order #1.

DISCUSSION:

This change order concerns two physical elements that are necessary for the completion of the NMC solar project, ADA upgrades and pier depths for solar canopies, as well as a contractual adjustment of the project's contingency budget with a guarantee to the County to not surpass that amount. To comply with code, ADA upgrades must be made under the solar canopies because they are considered an amenity to which all people must be afforded equal access. In some cases at the NMC campus, upgrades must be made to renovate sidewalks and curbs to connect these ADA accessible spaces to the existing path of travel. While it is technically possible for staff to request an exemption for these ADA upgrades, NMC staff prefer to implement these upgrades now to provide better use experiences for mobility restricted patients and staff. A cost breakdown for this item can be seen in the attachment "Change Order Request 2 - NMC ADA Upgrades"

The need for increased pier depths has been found due to the results of soil and corrosion testing done as part of the project's pre-construction phase. To safely install the solar carports, column piers must have an increased maximum depth of sixteen feet rather than the original thirteen feet. The additional labor and steel required to increase this depth represents most of the cost of this change order. A cost breakdown for this item can be seen in the attachment "Change Order Request 1 - NMC Increased Solar Column and Pier Depths". It is possible that underground conditions that cannot be foreseen at this time will result in additional costs of up to \$357,000. For this reason, this Change Order #1 stipulates that NMC will carry an additional \$357,000 in contingency budget for the project. A cost breakdown for this item can be seen in the attachment "NMC ROM Soil Contingency Budget".

With the additional \$357,000 in the contingency budget, the total project budget is \$19,823,444. Recognizing that this course of action could exhaust the contingency budget, Opterra has agreed to take on any additional costs beyond what is authorized in this report at their own risk, as seen in the language of Change Order #1 under the section title "County Contingency Budget".

NMC staff engaged ARC Alternatives to perform an additional financial analysis of this project to better understand the project payback using cash instead of financing and to account for these change orders. As seen in the attachment "ARC NMC Change Order Financial Analysis", with Change Order #1, the project is estimated to yield \$21,236,881 in gross savings over the 30-year project life and maintain a NPV of \$4,497,327 with a simple payback period of 17 years.

OTHER AGENCY INVOLVEMENT:

County Administration Office - Sustainability Program Staff coordinated with NMC Staff to develop and implement this project. On December 3, 2024, the Board of Supervisors approved entering into an Agreement between the County and ENGIE Services U.S. Inc, now known as Opterra (NMC Agreement), to implement the solar project at Natividad Medical Center (NMC) at 1441 Constitution Blvd., Salinas. The NMC Agreement was approved as to form by the

Office of the County Counsel.

FINANCING:

When the project came before the Board on December 3, 2024, NMC sought permission to execute the NMC Agreement to finance the implementation of this project for a cost of \$18,487,683 with NMC electing to fund the cost of a 5% contingency out of operating sources representing an additional cost of \$906,735. After receiving the results of the financing Request For Proposals, NMC opted to fund the project out of operating reserves to increase the project's financial performance for a total cost of \$19,394,418 including contingency. Opterra recommends carrying \$357,000 in additional contingency for underground adverse conditions as part of this change order. Including the ADA upgrades with a cost of \$1,107,118, the increased pier depths with a cost of \$46,643, and the recommended contingency of \$357,000, the total budgetary impact associated with this item is \$1,510,761. The project has a combined ADA and contingency budget of \$1,081,735, leaving a project budgetary gap of \$429,026. Staff is requesting authorization for the NMC Chief Operating Officer to utilize operating funds to pay for this budgetary gap and increase the contingency budget. With the additional \$357,000 in the contingency budget, the total project budget is \$19,823,444. Recognizing that this course of action could exhaust the contingency budget, Opterra has agreed to take on any additional costs beyond what is authorized in this report at their own risk, as seen in the language of Change Order #1 under the section title "County Contingency Budget".

As seen in the attachment "ARC NMC Change Order Financial Analysis", with Change Order #1, the project is estimated to yield \$21,236,881 in gross savings over the 30-year project life and maintain a NPV of \$4,497,327 with a simple payback period of 17 years.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This item supports the County's municipal climate action goals.

Mark a check to the related Board of Supervisors Strategic Plan goals

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

Prepared by: Cora Panturad, Sustainability Program Manager (Working Out of Class) x5338

Approved by: Deborah Paolinelli, Assistant County Administrative Officer x5309

Attachments:

- ARC NMC Change Order Financial Analysis
- Change Order 1 NMC ADA Scope, Pier Depths, Contingency
- Change Order Request 1 - NMC Increased Solar Column and Pier Depths
- Change Order Request 2 - NMC ADA Upgrades
- NMC ROM Soil Contingency Budget
- December 3, 2024 - NMC Agreement





# County of Monterey

**Item No.22**

## Board Report

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

**Legistar File Number: 25-562**

**August 12, 2025**

**Introduced:** 8/1/2025

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** General Agenda Item

- a. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to execute all documents necessary to approve Change Order #1 in the amount of \$1,153,761 to increase pier depths of solar canopies and to implement necessary Americans with Disabilities Act upgrades with Opterra Energy Services as part of the ongoing solar project at Natividad Medical Center; and,
- b. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to increase the contingency budget for this project by \$357,000 as part of this change order; and,
- c. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to fund the implementation of these change orders using \$429,026 from Natividad Medical Center's Enterprise Fund NMC001-451-9600-8142.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to execute all documents necessary to approve Change Order #1 in the amount of \$1,153,761 to increase pier depths of solar canopies and to implement necessary ADA upgrades with Opterra Energy Services as part of the ongoing solar project at Natividad Medical Center; and,
- b. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to increase the contingency budget for this project by \$357,000 as part of this change order; and,
- c. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to fund the implementation of these change orders using \$429,026 from Natividad Medical Center's Enterprise Fund NMC001-451-9600-8142.

### SUMMARY:

On December 3, 2024, the Board of Supervisors (Board) approved entering into Agreements between the County and ENGIE Services U.S. Inc. (ENGIE), now known as Opterra Energy Services (Opterra) to implement solar energy projects at Natividad Medical Center (NMC) at 1441 Constitution Blvd., Salinas (NMC Agreement), the Information Technology Department (ITD) building at 1590 Moffett Street, Salinas, and the County Administration Building, located at the downtown Government Center, 168 W. Alisal Street, Salinas (County Agreement).

Staff is requesting authorization to execute Change Order #1 to implement the NMC solar project in the amount of \$1,153,761. This change order consists of three items: Item #1 is in the amount of \$1,107,118 and funds necessary ADA upgrades to comply with code requirements. Item #2 in the amount of \$46,643 is necessary to increase pier depths of solar canopies to mitigate adverse soil conditions found on site. To absorb these costs with sufficient contingency budget, the NMC solar

project must account for a budget shortfall of \$429,026. Staff request authorization for NMC to use existing Natividad Medical Center's Enterprise Fund NMC001-451-9600-8142 to fund this contingency shortfall. Item #3 of this change order stipulates that NMC will add an additional \$357,000 to the existing contingency budget of \$906,735. Any additional contingency costs or scope required change orders will be paid at the cost of Opterra, as stipulated in the language of Change Order #1.

DISCUSSION:

This change order concerns two physical elements that are necessary for the completion of the NMC solar project, ADA upgrades and pier depths for solar canopies, as well as a contractual adjustment of the project's contingency budget with a guarantee to the County to not surpass that amount. To comply with code, ADA upgrades must be made under the solar canopies because they are considered an amenity to which all people must be afforded equal access. In some cases at the NMC campus, upgrades must be made to renovate sidewalks and curbs to connect these ADA accessible spaces to the existing path of travel. While it is technically possible for staff to request an exemption for these ADA upgrades, NMC staff prefer to implement these upgrades now to provide better use experiences for mobility restricted patients and staff. A cost breakdown for this item can be seen in the attachment "Change Order Request 2 - NMC ADA Upgrades"

The need for increased pier depths has been found due to the results of soil and corrosion testing done as part of the project's pre-construction phase. To safely install the solar carports, column piers must have an increased maximum depth of sixteen feet rather than the original thirteen feet. The additional labor and steel required to increase this depth represents most of the cost of this change order. A cost breakdown for this item can be seen in the attachment "Change Order Request 1 - NMC Increased Solar Column and Pier Depths". It is possible that underground conditions that cannot be foreseen at this time will result in additional costs of up to \$357,000. For this reason, this Change Order #1 stipulates that NMC will carry an additional \$357,000 in contingency budget for the project. A cost breakdown for this item can be seen in the attachment "NMC ROM Soil Contingency Budget".

With the additional \$357,000 in the contingency budget, the total project budget is \$19,823,444. Recognizing that this course of action could exhaust the contingency budget, Opterra has agreed to take on any additional costs beyond what is authorized in this report at their own risk, as seen in the language of Change Order #1 under the section title "County Contingency Budget".

NMC staff engaged ARC Alternatives to perform an additional financial analysis of this project to better understand the project payback using cash instead of financing and to account for these change orders. As seen in the attachment "ARC NMC Change Order Financial Analysis", with Change Order #1, the project is estimated to yield \$21,236,881 in gross savings over the 30-year project life and maintain a NPV of \$4,497,327 with a simple payback period of 17 years.

OTHER AGENCY INVOLVEMENT:

County Administration Office - Sustainability Program Staff coordinated with NMC Staff to develop and implement this project. On December 3, 2024, the Board of Supervisors approved entering into an Agreement between the County and ENGIE Services U.S. Inc, now known as Opterra (NMC Agreement), to implement the solar project at Natividad Medical Center (NMC) at 1441 Constitution Blvd., Salinas. The NMC Agreement was approved as to form by the Office of the County Counsel.



FINANCING:

When the project came before the Board on December 3, 2024, NMC sought permission to execute the NMC Agreement to finance the implementation of this project for a cost of \$18,487,683 with NMC electing to fund the cost of a 5% contingency out of operating sources representing an additional cost of \$906,735. After receiving the results of the financing Request For Proposals, NMC opted to fund the project out of operating reserves to increase the project's financial performance for a total cost of \$19,394,418 including contingency. Opterra recommends carrying \$357,000 in additional contingency for underground adverse conditions as part of this change order. Including the ADA upgrades with a cost of \$1,107,118, the increased pier depths with a cost of \$46,643, and the recommended contingency of \$357,000, the total budgetary impact associated with this item is \$1,510,761. The project has a combined ADA and contingency budget of \$1,081,735, leaving a project budgetary gap of \$429,026. Staff is requesting authorization for the NMC Chief Operating Officer to utilize operating funds to pay for this budgetary gap and increase the contingency budget. With the additional \$357,000 in the contingency budget, the total project budget is \$19,823,444. Recognizing that this course of action could exhaust the contingency budget, Opterra has agreed to take on any additional costs beyond what is authorized in this report at their own risk, as seen in the language of Change Order #1 under the section title "County Contingency Budget".

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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This item supports the County's municipal climate action goals.

Mark a check to the related Board of Supervisors Strategic Plan goals

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

Prepared by: Cora Panturad, Sustainability Program Manager (Working Out of Class) x5338

Approved by: Deborah Paolinelli, Assistant County Administrative Officer x5309

Attachments:

- ARC NMC Change Order Financial Analysis
- Change Order 1 NMC ADA Scope, Pier Depths, Contingency
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- NMC ROM Soil Contingency Budget
- December 3, 2024 - NMC Agreement



# NATIVIDAD MEDICAL CENTER SOLAR

## NET BENEFIT ANALYSIS OF PROPOSED BUDGET INCREASE

Created by:  
ARC Alternatives  
July 29<sup>th</sup>, 2025



# Background

- On May 19<sup>th</sup>, Opterra requested Change Order #1 for **\$46,643** for increasing pier depths
- On July 23<sup>rd</sup>, Opterra requested Change Order #2 for **\$1,107,118** for ADA work
- Opterra recommended NMC carry approximately **\$357,000** contingency for underground conditions during structural installation
- To absorb Change Order #1 and #2, and hold a \$357,000 contingency, **\$429,026** would need to be added to the NMC project budget
- Opterra guaranteed that if the difference of \$429,026 was added to the project budget, there would be no further change orders from Opterra unless the County or NMC explicitly requested something that is out of scope for the project

Item	Budget/Cost
Existing 5% Contingency	\$906,735
Existing ADA Budget	\$175,000
Change Order #1: Pier Depth Increase	(\$46,643)
Change Order #2: ADA Work	(\$1,107,118)
Underground Conditions Contingency	(\$357,000)
<b>Total</b>	<b>(\$429,026)</b>

# Analysis of NMC Proposed Budget Increase

- ARC modeled the impact of the proposed budget increase needed to absorb the requested change orders at NMC
  - The “baseline” scenario shows the net benefit of solar without change orders
  - Scenario 1 adds \$429,026 to the project budget as requested by Opterra
- The results of the 30-Year Net Benefit and Net Present Value with and without financing are shown below:

Scenario	Total Pre-ITC Cost	30-Year Net Benefit	30-Year NPV	Simple Payback Period
Baseline	\$ 19,394,418	\$ 21,537,199	\$ 4,786,094	17 years
Scenario 1 - Proposed Budget Increase	\$ 19,823,444	\$ 21,236,881	\$ 4,497,327	17 years

# Assumptions

- Sites are initially modeled under NEM 2.0, but switch to NEM 3.0 (Net Billing) in years 21-30 after grandfathering period ends
- Modeled under a 5.2% utility escalation rate
- 1 planning year assumed (time between now and when project can be completed)
- 0.5% Solar Degradation Rate
- No financing, project to be paid in full in year 1
- Net Present Value: 4% Discount Rate

### Change Order No. 01

<b>Contract Title: Energy Services Contract</b>	<b>Contract Number: R3652</b>
<b>Contract Effective Date: December 3, 2024</b>	<b>Change Order Effective Date: July 29, 2025</b>

Customer Name	County of Monterey
Address:	168 W. Alisal Street, Salinas, CA 93901
Contact:	Cora Panturad
Job Location:	1441 Constitution Boulevard, Salinas, CA 93906

Reason for/Description of Change Order:	<p>Whereas, on June 13, 2025, ENGIE Services U.S. Inc. changed its name to OPTERRA Energy Services, LLC. (“OPTERRA”).</p> <p>The following changes shall be made to the Scope of Work:</p> <p><b>Item 1: ADA Parking Upgrades</b></p> <p>OPTERRA shall update the Scope of Work to include the following ADA upgrades at Natividad Medical Center:</p> <ul style="list-style-type: none"> <li>• OPTERRA shall provide the following quantity of parking stalls per parking lot:             <ul style="list-style-type: none"> <li>○ Parking Lot A                 <ul style="list-style-type: none"> <li>▪ One (1) van accessible ADA parking stall</li> <li>▪ Two (2) standard accessible ADA parking stalls</li> </ul> </li> <li>○ Parking Lot C                 <ul style="list-style-type: none"> <li>▪ Two (2) van accessible ADA parking stalls</li> <li>▪ Fourteen (14) standard accessible ADA parking stalls</li> </ul> </li> <li>○ Parking Lot D                 <ul style="list-style-type: none"> <li>▪ Two (2) van accessible ADA parking stalls</li> <li>▪ Fourteen (14) standard accessible ADA parking stalls</li> <li>▪ Two (2) van accessible ADA EV charging stalls</li> <li>▪ Two (2) standard accessible ADA EV charging stalls</li> </ul> </li> <li>○ Parking Lot F2/I                 <ul style="list-style-type: none"> <li>▪ Three (3) van accessible ADA parking stalls</li> <li>▪ Seven (7) standard accessible ADA parking stalls</li> <li>▪ One (1) van accessible ADA EV charging stall</li> <li>▪ One (1) standard accessible ADA EV charging stall</li> </ul> </li> <li>○ Parking Lot M                 <ul style="list-style-type: none"> <li>▪ Two (2) van accessible ADA parking stalls</li> <li>▪ One (1) standard accessible ADA parking stall</li> </ul> </li> </ul> </li> <li>• The ADA Scope of Work shall be completed as shown on Accessibility Sheets G-100A, G-101A, G-102A, G-103A, G-104A, G-105A, and G-106A of the Issue For Permit drawing package dated June 6, 2025, including but not limited to striping and signage, wheel stops, truncated domes, grading, and asphalt/concrete work where necessary to achieve permit closeout.</li> <li>• Any ADA upgrades to parking stalls or paths of travel within Parking Lot K or Parking Lot N, and any additional ADA upgrades to paths of travel outside of any parking lots at the Natividad Medical Center campus except as explicitly shown within the Accessibility Plans of the drawing sheets listed above is excluded from the Scope of Work.</li> </ul> <p><b>Item 2: Increased Foundation Depths</b></p>
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OPTERRA shall increase the depth of the solar canopy foundations and ground mount array piles at Natividad Medical Center according to the depths as shown in the Pier Depth tables on Sheets S3.0, S3.1, S3.2, S3.3, S3.4, S3.5, S3.6, and S5.0 in the Issue For Permit drawing package dated June 6, 2025.

All canopy array pier depths have been calculated by the Structural Engineer of Record based on the findings of the Geotechnical Engineering/Geologic Hazards Investigation report dated April 28, 2025, created by Krazan & Associates. The maximum depth of the piers for the solar canopy arrays shall be increased from thirteen feet (13') to sixteen feet (16'). The total linear footage of increased canopy array pier depth is 156 feet across fifty-two (52) columns among nine (9) canopy arrays.

Additionally, OPTERRA shall increase the depth of the piles on the ground mount arrays by a total of 268 feet across sixty-seven (67) piles.

**County Contingency Budget**

The County shall hold an additional construction contingency budget in the amount of \$357,000 (Three Hundred Fifty-Seven Thousand Dollars) to cover unforeseen conditions encountered in the construction of the Project. OPTERRA acknowledges and agrees that no additional Change Orders shall be requested from the County or granted to OPTERRA in excess of this County-held contingency amount to complete the Scope of Work; provided however, that this agreement and the monetary cap are not applicable to changes to the Project requested by the County or their consultants.

Schedule of Values		
Item 1	ADA Parking Upgrades	\$1,107,118.00
Item 2	Increased Foundation Depths	\$46,643.00
	Total	\$1,153,761.00

Original Contract Amount:	<u>\$ 18,134,700.00</u>
Prior Approved Change Order(s) Will Add/(Deduct)	<u>\$ 00.00</u>
This Change Order Will Add (Deduct):	<u>\$ +1,153,761.00</u>
<b>Revised Contract Amount (includes sales tax):</b>	<b><u>\$ 19,288,461.00</u></b>

Days added to Project Schedule	<u>0 days</u>
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The parties may execute this Change Order in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one change order. The signatures of each of the parties need not appear on the same counterpart, and in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RETURN SIGNED DOCUMENT TO:** OPTERRA Energy Services LLC, 500 Twelfth Street, Suite 300, Oakland, CA 94607, Attn.:  
Contract Administrator



EV CHARGER SCHEDULE	
EV CHARGER	PARKING STALL
EV.D.1	STANDARD
EV.D.2	STANDARD
EV.D.3	STANDARD
EV.D.4	STANDARD
EV.D.5	STANDARD
EV.D.6	STANDARD
EV.D.7	STANDARD
EV.D.8	STANDARD
EV.D.9	STANDARD
EV.D.10	VAN ACCESSIBLE
EV.D.11	STANDARD ACCESSIBLE
EV.D.12	STANDARD
EV.F.1	STANDARD
EV.F.2	STANDARD
EV.F.3	STANDARD
EV.F.4	STANDARD
EV.F.5	STANDARD
EV.F.6	VAN ACCESSIBLE
EV.F.7	STANDARD ACCESSIBLE
EV.F.8	STANDARD
EV.F.9	STANDARD
EV.F.10	STANDARD
EV.F.11	STANDARD
EV.F.12	STANDARD

EVCS PARKING ANALYSIS		
TOTAL NUMBER OF EV STALLS PROVIDED	NUMBER OF VAN ACCESSIBLE EV STALLS REQUIRED/PROVIDED	NUMBER OF STANDARD ACCESSIBLE EV STALLS REQUIRED/PROVIDED
24	2 1/2	2 1/2

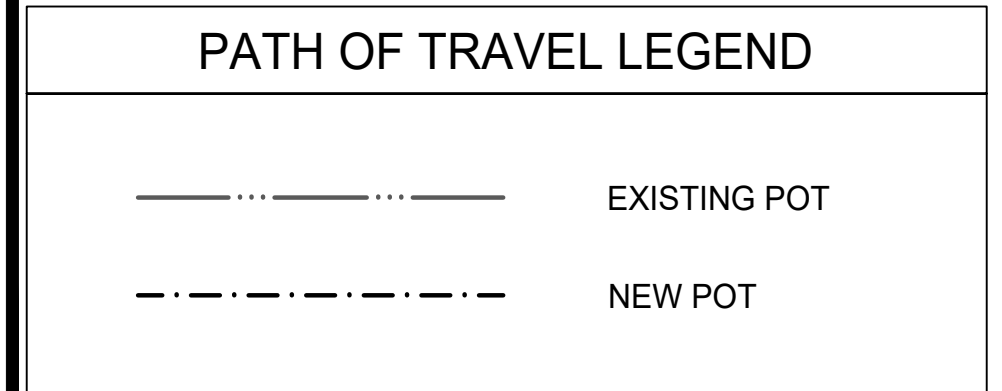
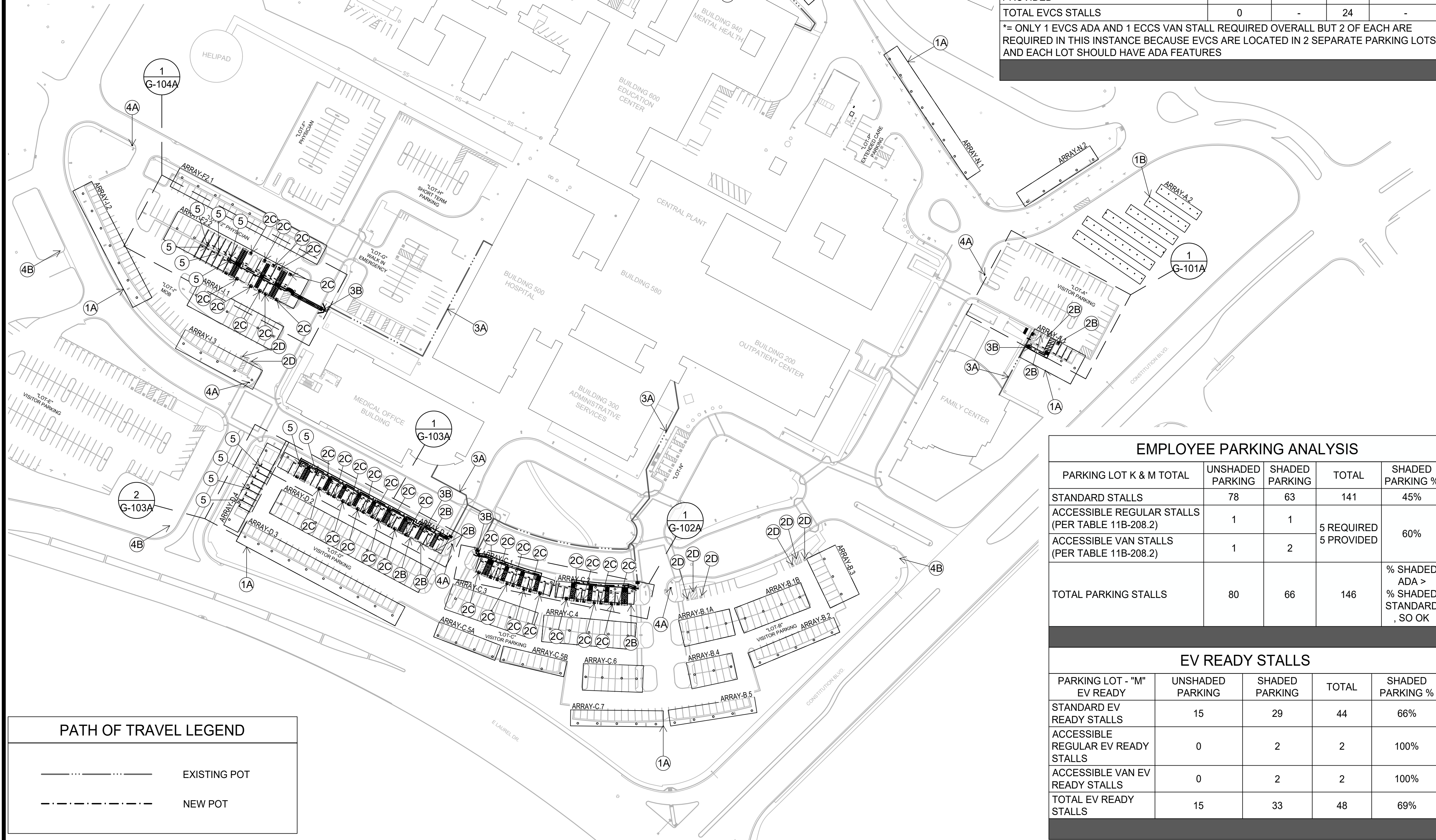
OUTPATIENT & VISITOR PARKING ANALYSIS				
PARKING LOT A, B, C, D, F & I TOTAL	UNSHADED PARKING	SHADED PARKING	TOTAL	SHADED PARKING %
STANDARD STALLS	78	324	402	80.6%
ACCESSIBLE ADA STALLS REQUIRED (10% OF SPACES PROVIDED, PER 11B-228.2.1)	0	37	45	
ACCESSIBLE VAN STALLS REQUIRED (10% OF SPACES PROVIDED, PER 11B-228.2.1)	0	8	45	100%
ACCESSIBLE REGULAR STALLS PROVIDED	0	37	45	
ACCESSIBLE VAN STALLS PROVIDED	0	8	45	
TOTAL PARKING STALLS INCLUDING ADA, EXCLUDING EVCS			447	% SHADED ADA > % SHADED STANDARD, SO OK
PARKING LOT D & F EVCS TOTALS				
STANDARD EVCS	0	20	20	100%
ACCESSIBLE EVCS ADA STALLS REQUIRED (PER TABLE 11B-228.3.2.1)	0	2*		
ACCESSIBLE EVCS VAN STALLS REQUIRED (PER TABLE 11B-228.3.2.1)	0	2*		
ACCESSIBLE EVCS STALLS PROVIDED	0	2	4	100%
ACCESSIBLE EVCS VAN STALLS PROVIDED	0	2	4	
TOTAL EVCS STALLS	0	-	24	-

\*= ONLY 1 EVCS ADA AND 1 EVCS VAN STALL REQUIRED OVERALL BUT 2 OF EACH ARE REQUIRED IN THIS INSTANCE BECAUSE EVCS ARE LOCATED IN 2 SEPARATE PARKING LOTS AND EACH LOT SHOULD HAVE ADA FEATURES

**ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE**

PATH OF TRAVEL (POT) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS-SLOPE IS 2% AND MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5%. POT SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL. ARCHITECT OR ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED, AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS, AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT."



EMPLOYEE PARKING ANALYSIS				
PARKING LOT K & M TOTAL	UNSHADED PARKING	SHADED PARKING	TOTAL	SHADED PARKING %
STANDARD STALLS	78	63	141	45%
ACCESSIBLE REGULAR STALLS (PER TABLE 11B-208.2)	1	1	5 REQUIRED	60%
ACCESSIBLE VAN STALLS (PER TABLE 11B-208.2)	1	2	5 PROVIDED	
TOTAL PARKING STALLS	80	66	146	% SHADED ADA > % SHADED STANDARD, SO OK

EV READY STALLS				
PARKING LOT - "M" EV READY	UNSHADED PARKING	SHADED PARKING	TOTAL	SHADED PARKING %
STANDARD EV READY STALLS	15	29	44	66%
ACCESSIBLE REGULAR EV READY STALLS	0	2	2	100%
ACCESSIBLE VAN EV READY STALLS	0	2	2	100%
TOTAL EV READY STALLS	15	33	48	69%

- GENERAL NOTES**
- ALL EXISTING PARKING STALLS UNDER NEW PV ARRAYS TO BE RE-STRIPED AND/OR EXTENDED TO 18' FROM EDGE OF (N) PV CANOPY COLUMNS UNLESS OTHERWISE NOTED.
  - ALL EXISTING AND NEW PARKING STRIPING SHALL MEET CURRENT PARKING AND CBC REQUIREMENTS
  - ALL EXISTING PARKING STALLS THAT ARE BEING CONVERTED TO NEW EV CHARGING STATIONS (EVCS) TO BE RE-STRIPED TO MEET MINIMUM STALL DIMENSIONS AS PER CALIFORNIA BUILDING CODE CHAPTER 11B-812 EVCS TECHNICAL REQUIREMENTS.

- KEYNOTES**
- (1A) NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)
  - (1B) NEW PHOTOVOLTAIC MODULES GROUND MOUNTED ON FIXED TILT RACKING (TYP.)
  - (2A) EXISTING ACCESSIBLE PARKING STALLS NOT COVERED BY SOLAR ARRAY. REFER TO SHEET G-104A FOR MORE INFORMATION
  - (2B) EXISTING ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY.
  - (2C) NEW ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY. RE-STRIP EXISTING PARKING STALL AND INSTALL SIGNAGE. REFER TO SHEET G-104A FOR MORE INFORMATION
  - (2D) EXISTING ACCESSIBLE PARKING STALLS TO BE REMOVED AND RE-STRIP AS STANDARD STALLS
  - (3A) EXISTING ACCESSIBLE PATH OF TRAVEL
  - (3B) NEW ACCESSIBLE PATH OF TRAVEL
  - (4A) NEW POLE MOUNTED ACCESSIBLE TOW AWAY SIGN PER DETAIL 6/G-106A.
  - (4B) EXISTING POLE MOUNTED ACCESSIBLE TOW AWAY SIGN PER DETAIL 6/G-106A. EXISTING TOW AWAY SIGN FIELD VERIFIED
  - (5) NEW EV CHARGING STATION (EVCS), DUAL UNIT PEDESTAL (TYP.)
  - (6) NEW ADA SIGN. REFER TO DETAIL 14/G-106A

CLIENT

PROJECT LOCATION  
**NATIVIDAD MEDICAL CENTER**  
 1441 CONSTITUTION BOULEVARD,  
 SALINAS, CA 93906

APN: # 003-851-041-000, 003-851-039-000

DESIGNER  
  
 OPTERRA ENERGY SERVICES  
 500 12TH STREET, SUITE 300  
 OAKLAND, CA 94607

CONSULTANT  
  
 SOLVIDA  
 DESIGN + ENGINEERING  
 1400 Sherman Avenue, Suite 3  
 Berkeley, California 94709

ENGINEERING APPROVAL

AGENCY APPROVAL

ISSUE

MARK	DATE	DESCRIPTION
0	06-06-25	ISSUE FOR PERMIT

DESIGNER PROJECT NO.: 230-3  
 DRAWN BY: GB  
 CHECKED BY: BL  
 SCALE:

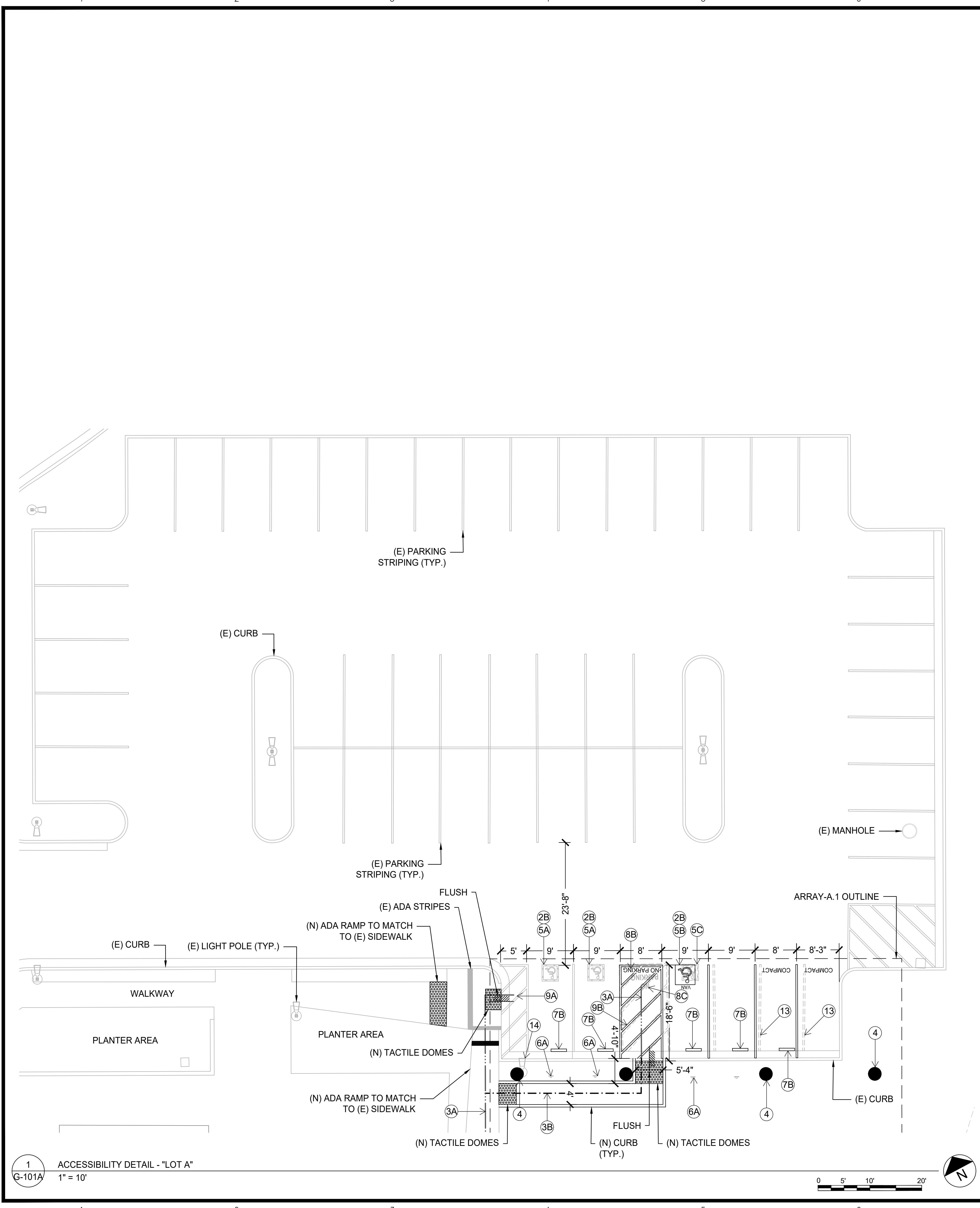
KEY PLAN

SHEET TITLE  
**ACCESSIBILITY PLAN**

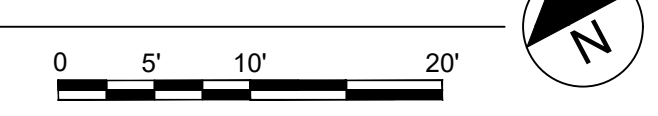
SHEET NUMBER  
**G-100A**

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PLOT DATE: 07/16/2025 03:51 PM BY: GAUTAM BAGRI FILE: SDE\_ENC\_NMC\_REV0.dwg SIZE: 8.53 MB PAPER SIZE: ARCH D 24x36"



1 ACCESSIBILITY DETAIL - "LOT A"  
G-101A  
 1" = 10'



**KEYNOTES**

- ① NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)
- ②A NOT USED
- ②B EXISTING ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY.
- ③A EXISTING ACCESSIBLE PATH OF TRAVEL
- ③B NEW ACCESSIBLE PATH OF TRAVEL
- ④ NEW PHOTOVOLTAIC SOLAR CANOPY SUPPORT COLUMN (TYP.)
- ⑤A EXISTING PAVEMENT SYMBOL PER DETAIL 8/G-102A (TYP.)
- ⑤B NEW PAVEMENT SYMBOL PER DETAIL 8/G-104A. (TYP.)
- ⑤C EXISTING PAVEMENT SYMBOL TO BE REMOVED
- ⑥A EXISTING POLE MOUNTED ADA SIGN PER DETAIL 4/G-102A & 7/G-102A. SIGN COMPLIANCE & ACTUAL LOCATION TO BE FIELD VERIFIED
- ⑥B NOT USED
- ⑥C EXISTING POLE MOUNTED ADA SIGN TO BE REMOVED
- ⑦A NOT USED
- ⑦B EXISTING RELOCATED WHEEL STOP PER DETAIL 5/G-102A. VERIFY THE PRESENCE, LOCATION AND CONDITION OF EXISTING WHEEL STOPS TO BE RELOCATED/ REUSED. ANY WHEEL STOPS NOT PRESENT OR IN POOR CONDITION WILL NEED TO BE REPLACED WITH NEW.
- ⑧A NOT USED
- ⑧B NEW 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-104A
- ⑧C EXISTING 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING" TO BE REMOVED
- ⑨A EXISTING PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-104A
- ⑨B NEW PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-104A
- ⑩ NOT USED
- ⑪ NOT USED
- ⑫ EXISTING ACCESSIBLE FLUSH CURB RAMP
- ⑬ REMOVE EXISTING STRIPING
- ⑭ EXISTING LIGHT POLE TO BE REMOVED

**ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE**

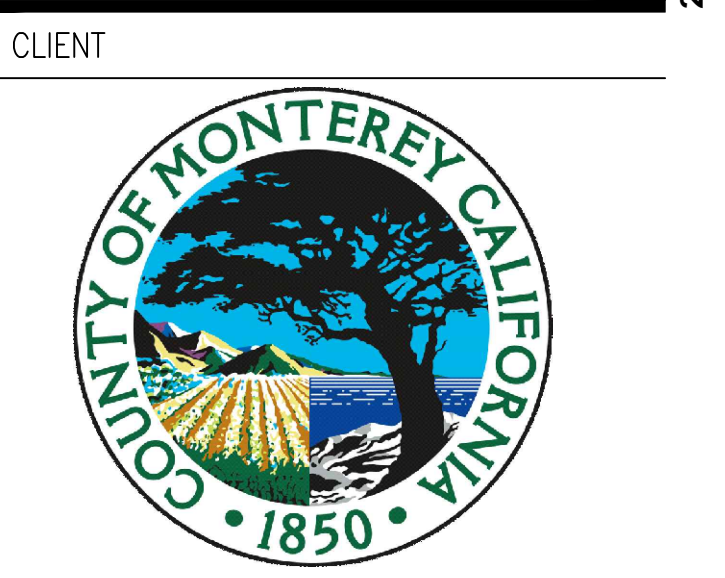
PATH OF TRAVEL (POT) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1 :2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS-SLOPE IS 2% AND MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5%. POT SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL. ARCHITECT OR ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

**DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT:** THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED, AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS, AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT."

**GENERAL NOTES**

1. ALL EXISTING PARKING STALLS UNDER NEW PV ARRAYS TO BE RE-STRIPED AND/OR EXTENDED TO 18' FROM EDGE OF (N) PV CANOPY COLUMNS UNLESS OTHERWISE NOTED.
2. ALL EXISTING AND NEW PARKING STRIPING SHALL MEET CURRENT PARKING AND CBC REQUIREMENTS.
3. ALL EXISTING PARKING STALLS THAT ARE BEING CONVERTED TO NEW EV CHARGING STATIONS (EVCS) TO BE RE-STRIPED TO MEET MINIMUM STALL DIMENSIONS AS PER CALIFORNIA BUILDING CODE CHAPTER 11B-812 EVCS TECHNICAL REQUIREMENTS.

**PATH OF TRAVEL LEGEND**



CLIENT  
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 1441 CONSTITUTION BOULEVARD,  
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 APN: # 003-851-041-000, 003-851-039-000

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ENGINEERING APPROVAL  
  
 AGENCY APPROVAL

ISSUE		
MARK	DATE	DESCRIPTION
0	06-06-25	ISSUE FOR PERMIT

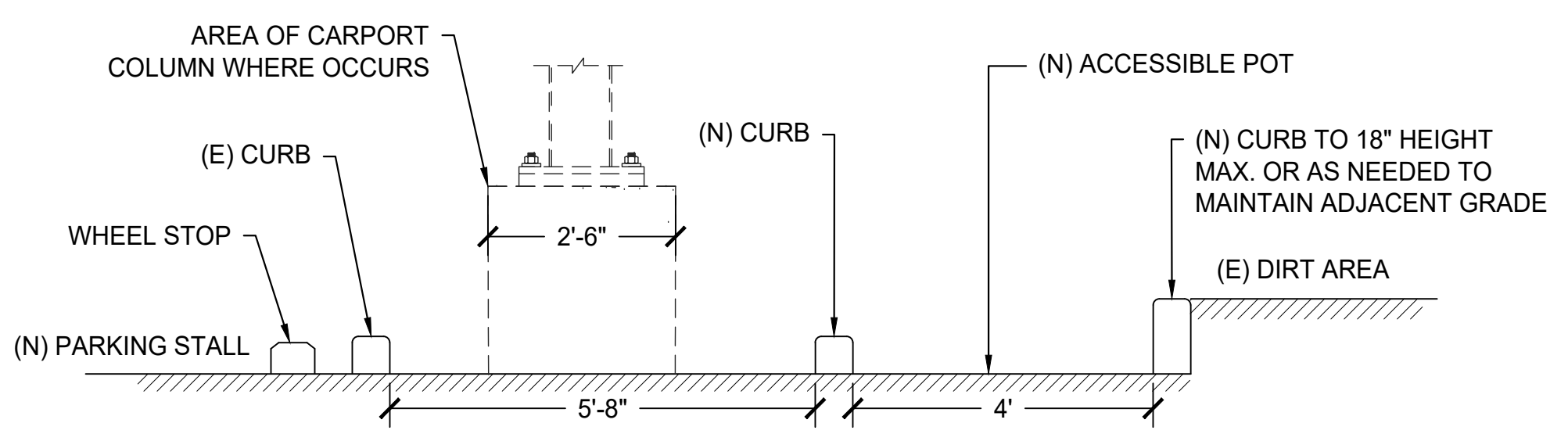
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 SCALE:

KEY PLAN  
  
 SHEET TITLE

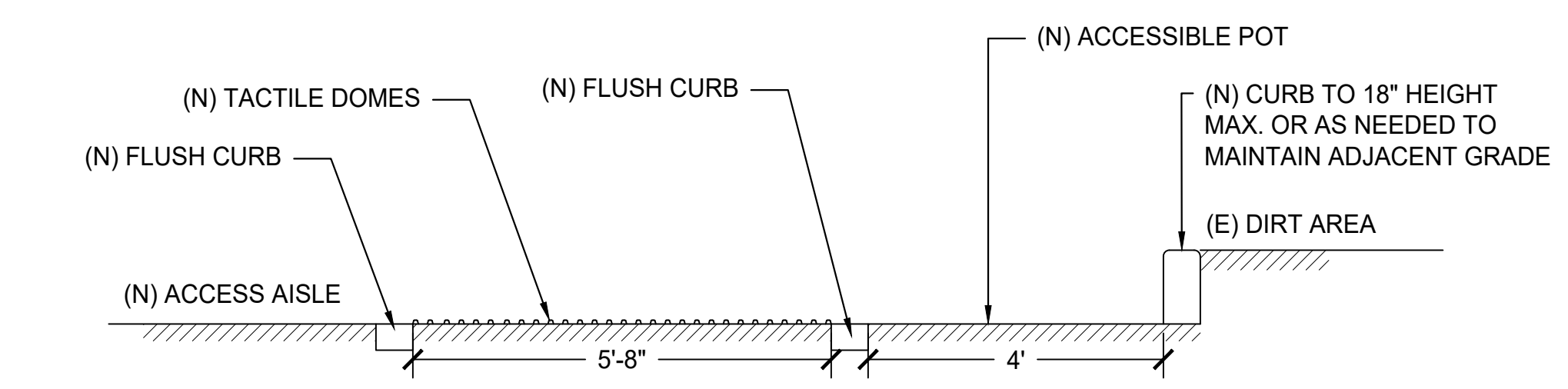
**ACCESSIBILITY PLAN**  
  
 SHEET NUMBER

**G-101A**

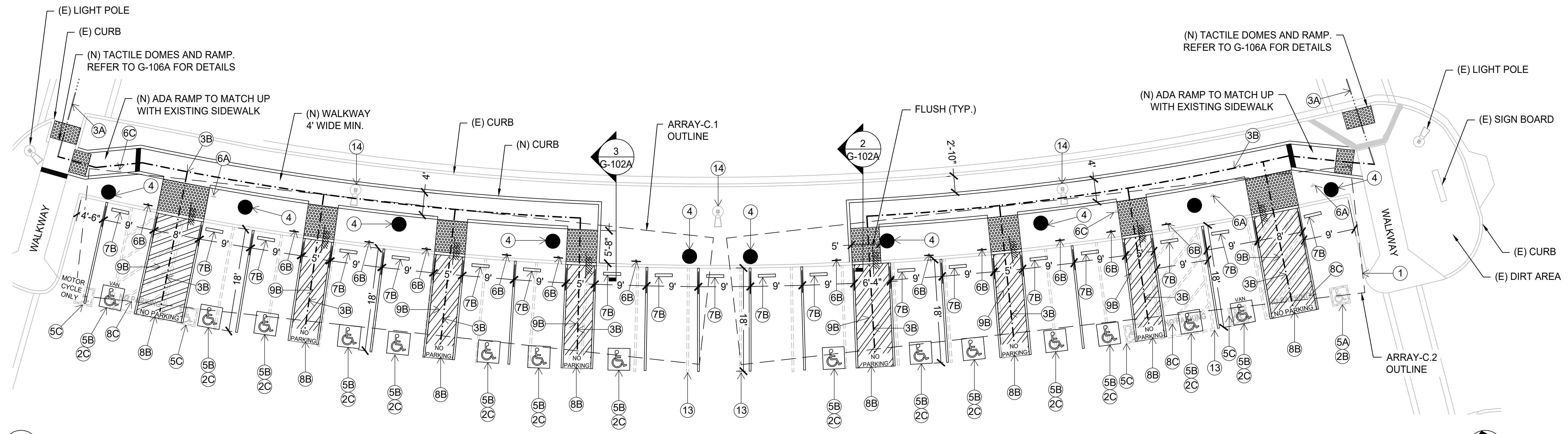
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3 ACCESSIBLE PATH - SECTION  
1/2" = 1'-0"



2 ACCESSIBLE PATH - SECTION  
1/2" = 1'-0"



1 ACCESSIBILITY DETAIL - "LOT C"  
1" = 10'

KEYNOTES
1 NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)
2A NOT USED
2B EXISTING ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY.
2C NEW ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY. RE-STRIPE EXISTING PARKING STALL AND INSTALL SIGNAGE. REFER TO SHEET G-106A FOR MORE INFORMATION
3A EXISTING ACCESSIBLE PATH OF TRAVEL
3B NEW ACCESSIBLE PATH OF TRAVEL
4 NEW PHOTOVOLTAIC SOLAR CANOPY SUPPORT COLUMN (TYP.)
5A EXISTING PAVEMENT SYMBOL PER DETAIL 8/G-106A (TYP.)
5B NEW PAVEMENT SYMBOL PER DETAIL 8/G-106A. (TYP.)
5C EXISTING PAVEMENT SYMBOL TO BE REMOVED
6A EXISTING POLE MOUNTED ADA SIGN PER DETAIL 4/G-106A & 7/G-106A. FIELD VERIFIED
6B NEW POLE MOUNTED ADA SIGN PER DETAIL 4/G-106A & 7/G-106A. ACTUAL LOCATION TO BE FIELD VERIFIED
6C EXISTING POLE MOUNTED ADA SIGN TO BE REMOVED

KEYNOTES
7A NOT USED
7B EXISTING RELOCATED WHEEL STOP PER DETAIL 5/G-102A. VERIFY THE PRESENCE, LOCATION AND CONDITION OF EXISTING WHEEL STOPS TO BE RELOCATED/ REUSED. ANY WHEEL STOPS NOT PRESENT OR IN POOR CONDITION WILL NEED TO BE REPLACED WITH NEW.
8A NOT USED
8B NEW 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-106A
8C EXISTING WHITE PAINTED PAVEMENT "NO PARKING" TO BE REMOVED
9A NOT USED
9B NEW PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-106A
10 NOT USED
11 NOT USED
12 NOT USED
13 REMOVE EXISTING STRIPING

PATH OF TRAVEL LEGEND	
	EXISTING POT
	NEW POT

**ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE**

PATH OF TRAVEL (POT) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS-SLOPE IS 2% AND MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5%. POT SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL. ARCHITECT OR ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED, AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS, AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT."

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CLIENT

PROJECT LOCATION

**NATIVIDAD MEDICAL CENTER**  
1441 CONSTITUTION BOULEVARD,  
SALINAS, CA 93906

APN: # 003-851-041-000, 003-851-039-000

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CONSULTANT

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ENGINEERING APPROVAL

AGENCY APPROVAL

MARK	DATE	DESCRIPTION
0	06-06-25	ISSUE FOR PERMIT

DESIGNER PROJECT NO.: 230-3  
DRAWN BY: GB  
CHECKED BY: BL  
SCALE:

KEY PLAN

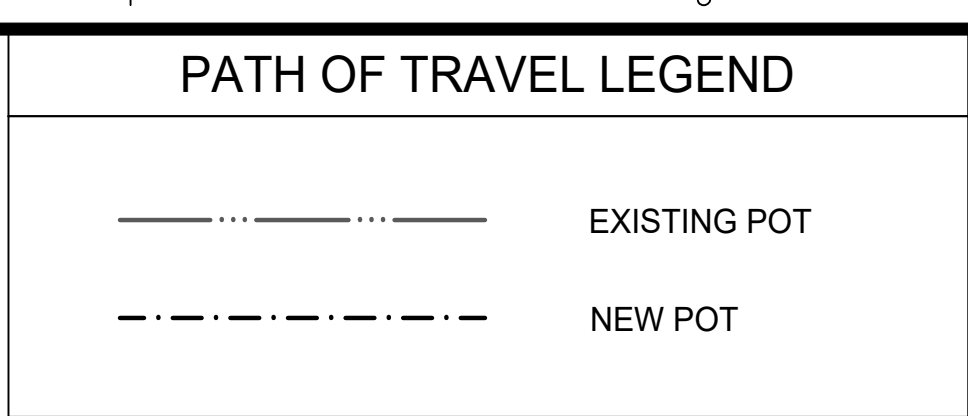
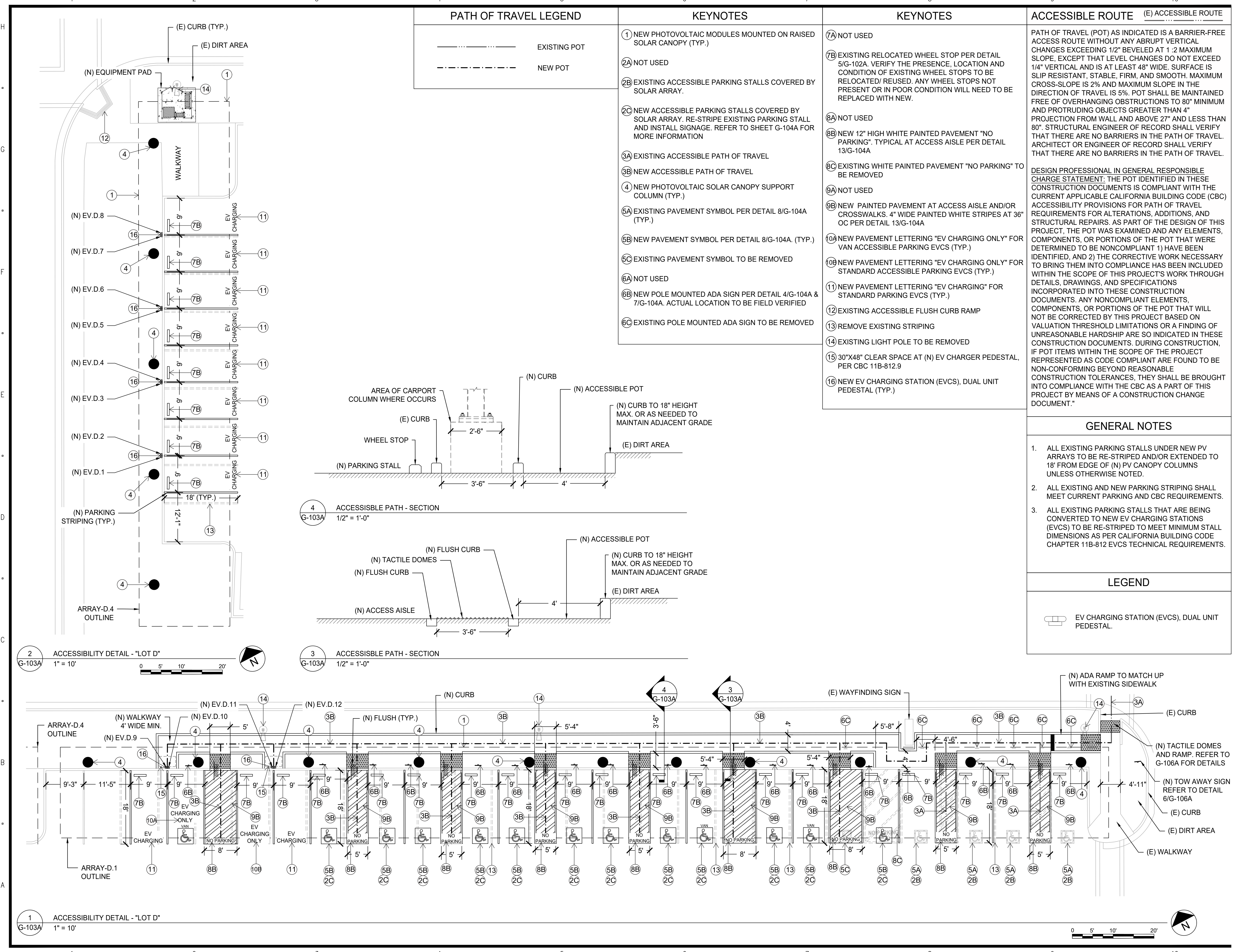
SHEET TITLE

**ACCESSIBILITY PLAN**

SHEET NUMBER

**G-102A**

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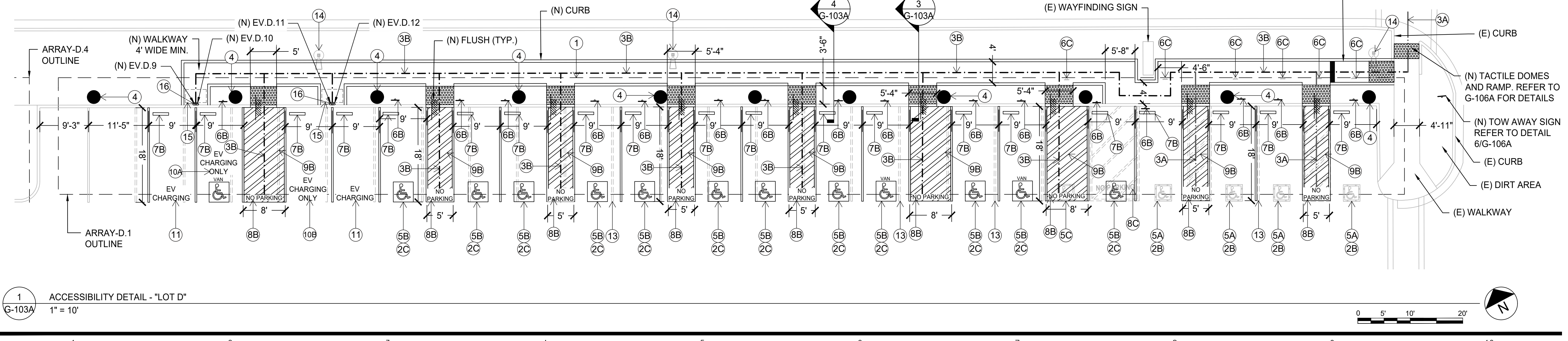
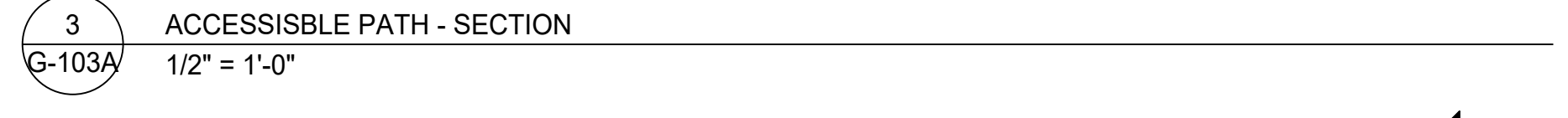
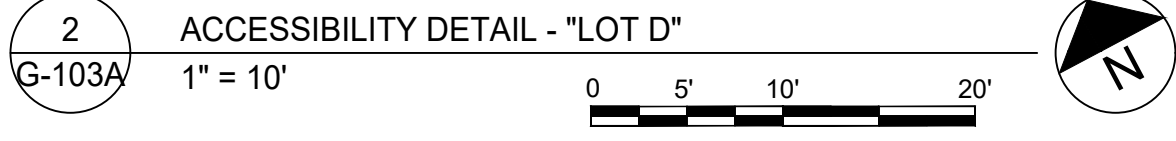
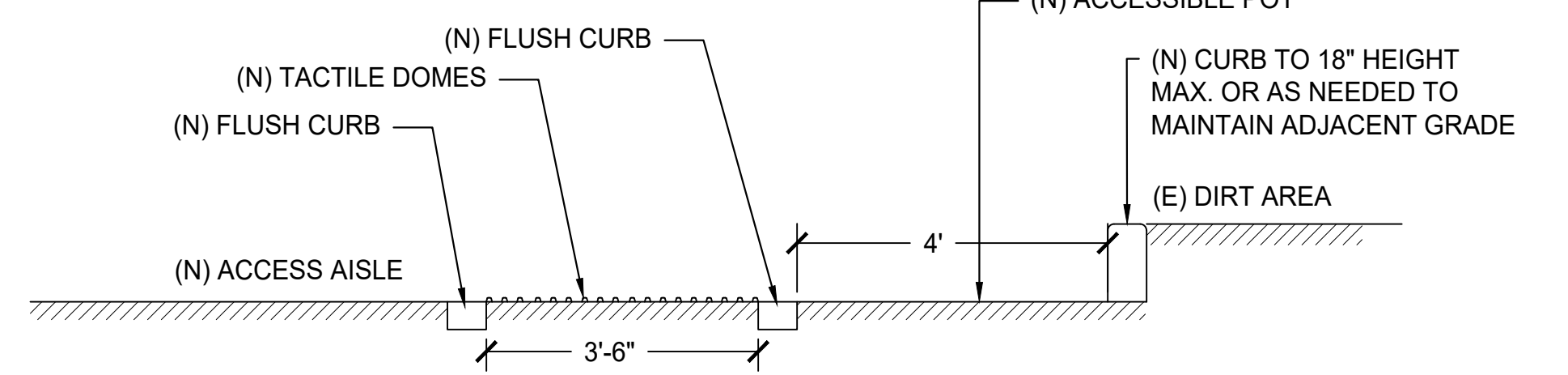
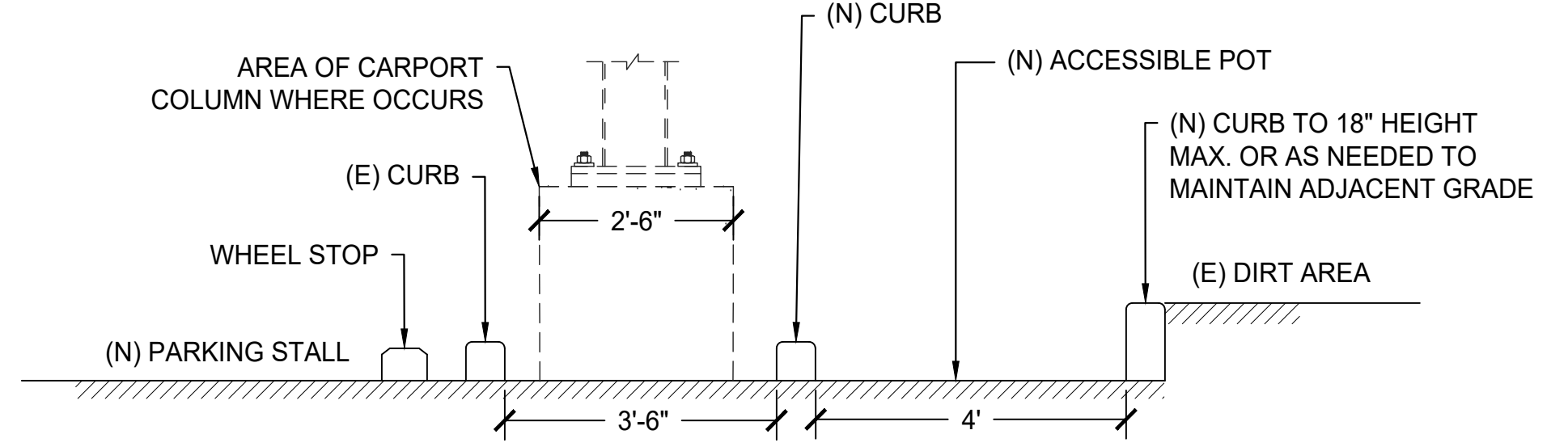
- KEYNOTES**
- 1 NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)
  - 2A NOT USED
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  - 2C NEW ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY. RE-STRIPE EXISTING PARKING STALL AND INSTALL SIGNAGE. REFER TO SHEET G-104A FOR MORE INFORMATION
  - 3A EXISTING ACCESSIBLE PATH OF TRAVEL
  - 3B NEW ACCESSIBLE PATH OF TRAVEL
  - 4 NEW PHOTOVOLTAIC SOLAR CANOPY SUPPORT COLUMN (TYP.)
  - 5A EXISTING PAVEMENT SYMBOL PER DETAIL 8/G-104A (TYP.)
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- KEYNOTES**
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  - 10A NEW PAVEMENT LETTERING "EV CHARGING ONLY" FOR VAN ACCESSIBLE PARKING EVCS (TYP.)
  - 10B NEW PAVEMENT LETTERING "EV CHARGING ONLY" FOR STANDARD ACCESSIBLE PARKING EVCS (TYP.)
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  - 12 EXISTING ACCESSIBLE FLUSH CURB RAMP
  - 13 REMOVE EXISTING STRIPING
  - 14 EXISTING LIGHT POLE TO BE REMOVED
  - 15 30"x48" CLEAR SPACE AT (N) EV CHARGER PEDESTAL. PER CBC 11B-812.9
  - 16 NEW EV CHARGING STATION (EVCS), DUAL UNIT PEDESTAL (TYP.)

**ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE**

PATH OF TRAVEL (POT) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS-SLOPE IS 2% AND MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5%. POT SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL. ARCHITECT OR ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

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- LEGEND**
- EV CHARGING STATION (EVCS), DUAL UNIT PEDESTAL.

CLIENT

PROJECT LOCATION  
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 SALINAS, CA 93906  
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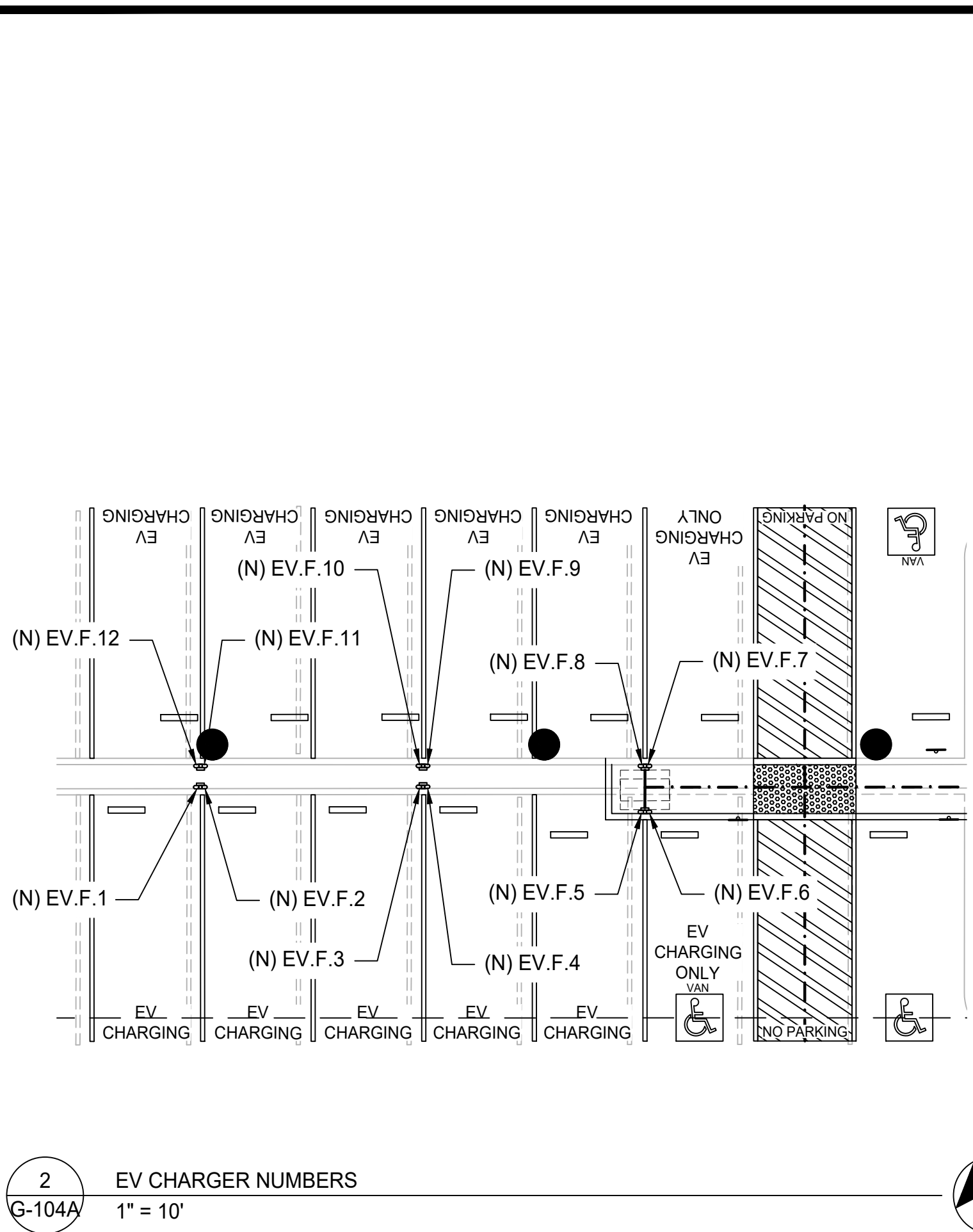
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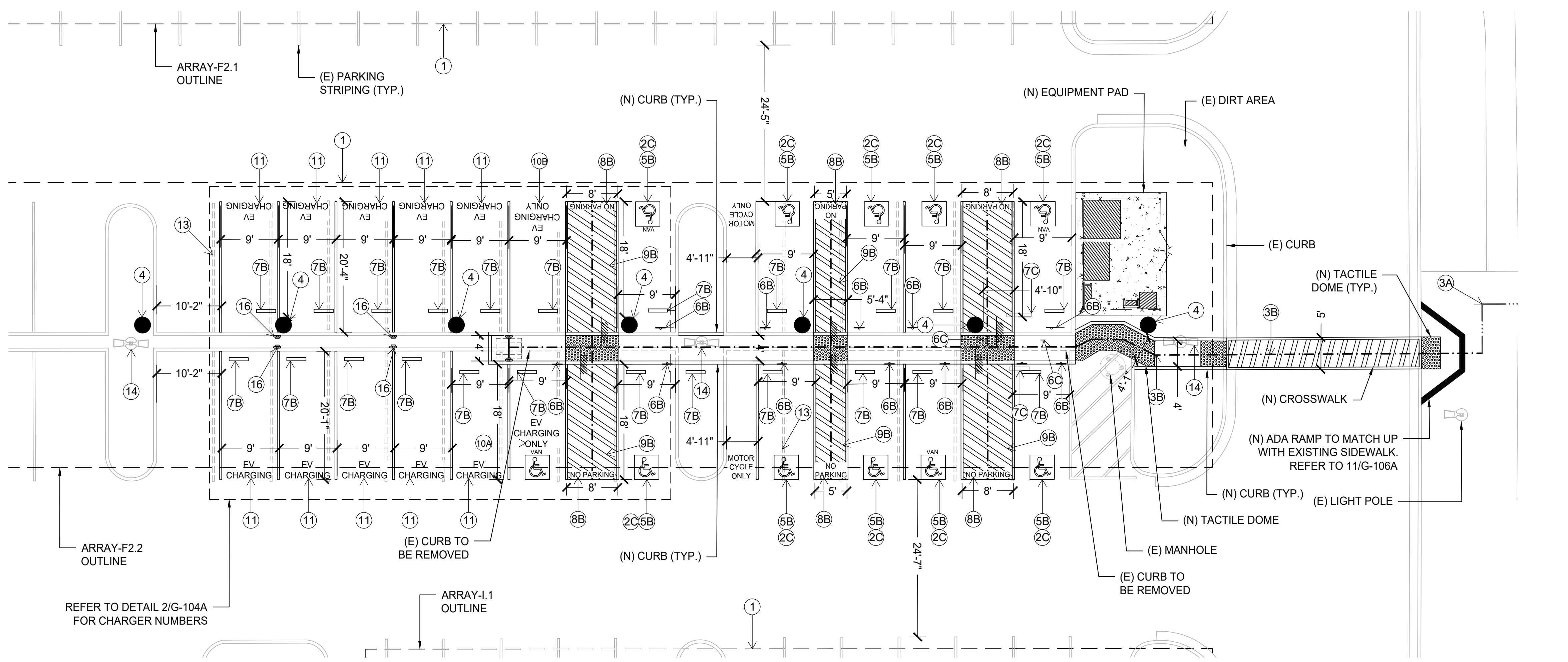
KEY PLAN

SHEET TITLE  
**ACCESSIBILITY PLAN**

SHEET NUMBER  
**G-103A**



2 EV CHARGER NUMBERS  
G-104A  
1" = 10'



1 ACCESSIBILITY DETAIL - "LOT F & I"  
G-104A  
1" = 10'

- KEYNOTES**
- 1 NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)
  - 2A NOT USED
  - 2B NOT USED
  - 2C NEW ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY. RE-STRIPE EXISTING PARKING STALL AND INSTALL SIGNAGE. REFER TO SHEET G-104A FOR MORE INFORMATION
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  - 5A NOT USED
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  - 6B NEW POLE MOUNTED ADA SIGN PER DETAIL 4/G-104A & 7/G-104A. ACTUAL LOCATION TO BE FIELD VERIFIED
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  - 7C EXISTING WHEEL STOP TO BE RELOCATED. ACTUAL LOCATION TO BE FIELD VERIFIED

- KEYNOTES**
- 8A NOT USED
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  - 9A NOT USED
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  - 16 NEW EV CHARGING STATION (EVCS), DUAL UNIT PEDESTAL (TYP.)

**ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE**

PATH OF TRAVEL (POT) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS-SLOPE IS 2% AND MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5%. POT SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL. ARCHITECT OR ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED, AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS, AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT."

- GENERAL NOTES**
- ALL EXISTING PARKING STALLS UNDER NEW PV ARRAYS TO BE RE-STRIPED AND/OR EXTENDED TO 18' FROM EDGE OF (N) PV CANOPY COLUMNS UNLESS OTHERWISE NOTED.
  - ALL EXISTING AND NEW PARKING STRIPING SHALL MEET CURRENT PARKING AND CBC REQUIREMENTS.
  - ALL EXISTING PARKING STALLS THAT ARE BEING CONVERTED TO NEW EV CHARGING STATIONS (EVCS) TO BE RE-STRIPED TO MEET MINIMUM STALL DIMENSIONS AS PER CALIFORNIA BUILDING CODE CHAPTER 11B-812 EVCS TECHNICAL REQUIREMENTS.

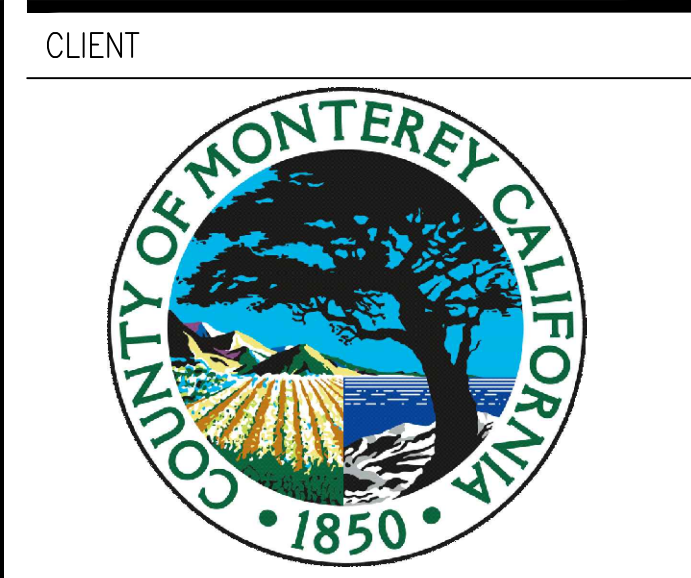
**LEGEND**

EV CHARGING STATION (EVCS), DUAL UNIT PEDESTAL.

**PATH OF TRAVEL LEGEND**

EXISTING POT

NEW POT



CLIENT

PROJECT LOCATION

**NATIVIDAD MEDICAL CENTER**  
1441 CONSTITUTION BOULEVARD,  
SALINAS, CA 93906

APN: # 003-851-041-000, 003-851-039-000



ENGINEERING APPROVAL

AGENCY APPROVAL

ISSUE

MARK	DATE	DESCRIPTION
0	06-06-25	ISSUE FOR PERMIT

KEY PLAN

DESIGNER PROJECT NO.: 230-3  
DRAWN BY: GB  
CHECKED BY: BL  
SCALE:

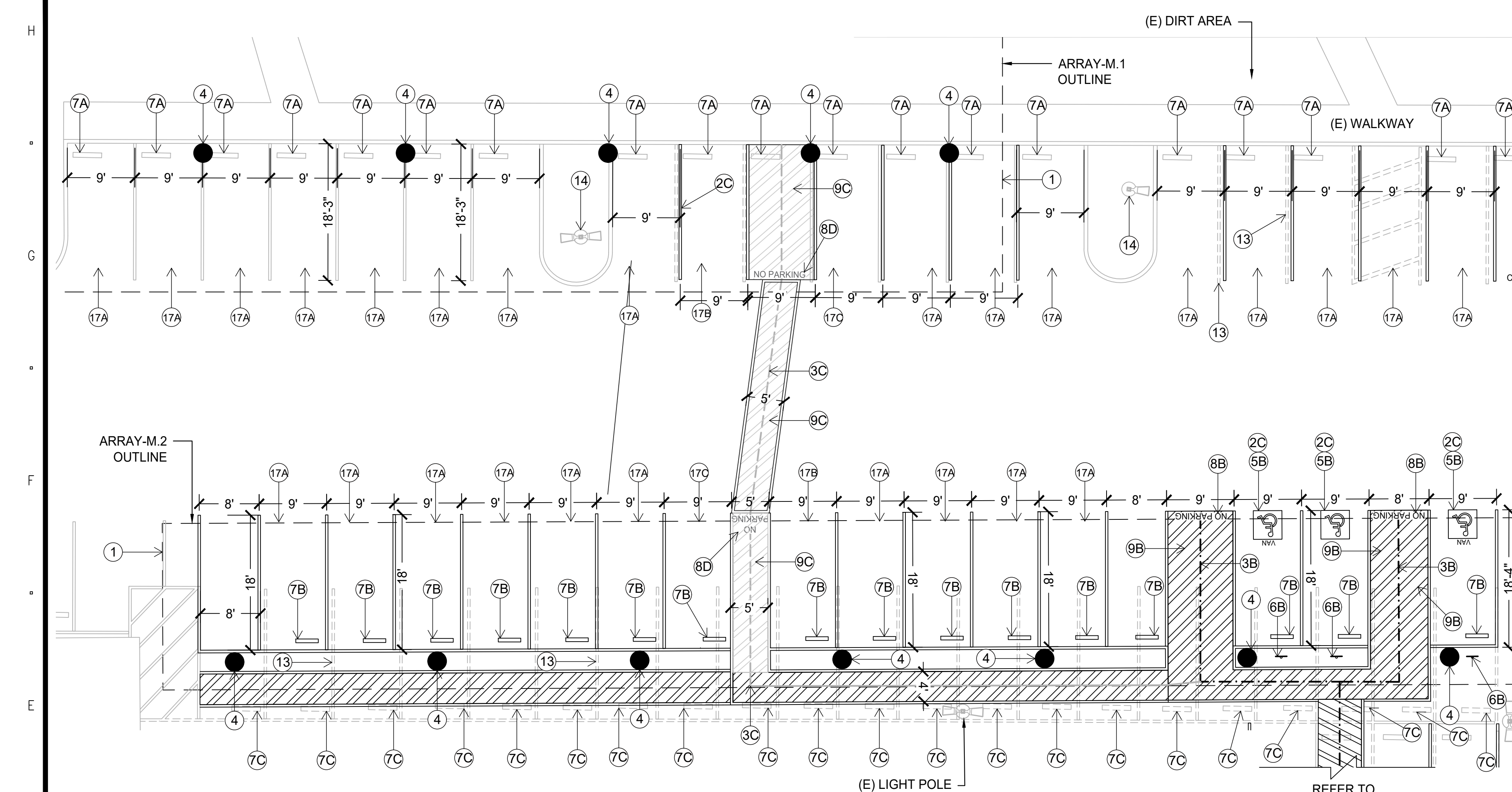
SHEET TITLE

**ACCESSIBILITY PLAN**

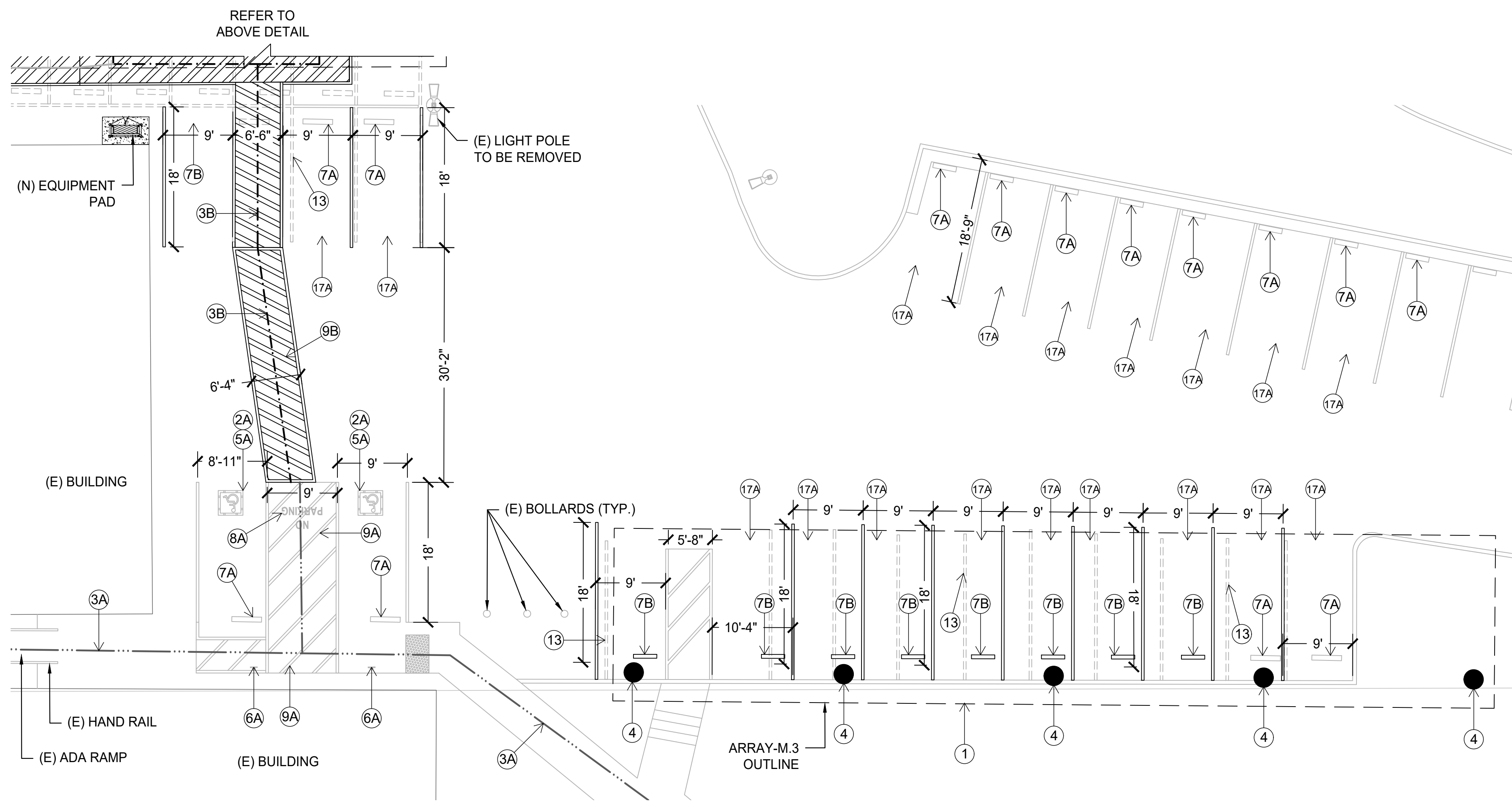
SHEET NUMBER

**G-104A**

PLOT DATE: 07/16/2025 03:46 PM  
 BY: GAUTAM BAGRI  
 FILE: SDE\_ENC\_NMC\_REV0.dwg  
 SIZE: 8.53 MB  
 PAPER SIZE: ARCH D 24x36"



1 ACCESSIBILITY DETAIL - "LOT M NORTH"  
G-105A 1" = 10'



2 ACCESSIBILITY DETAIL - "LOT M SOUTH"  
G-105A 1" = 10'

- ### KEYNOTES
- 1 NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)
  - 2A EXISTING ACCESSIBLE PARKING STALLS NOT COVERED BY SOLAR ARRAY. REFER TO SHEET G-104A FOR MORE INFORMATION
  - 2B NOT USED
  - 2C NEW ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY. RE-STRIPE EXISTING PARKING STALL AND INSTALL SIGNAGE. REFER TO SHEET G-104A FOR MORE INFORMATION
  - 3A EXISTING ACCESSIBLE PATH OF TRAVEL
  - 3B NEW ACCESSIBLE PATH OF TRAVEL
  - 3C FUTURE PATH OF TRAVEL. REFER TO KEYNOTE 9C
  - 4 NEW PHOTOVOLTAIC SOLAR CANOPY SUPPORT COLUMN (TYP.)
  - 5A EXISTING PAVEMENT SYMBOL PER DETAIL 8/G-102A (TYP.)
  - 5B NEW PAVEMENT SYMBOL PER DETAIL 8/G-104A (TYP.)
  - 6A EXISTING POLE MOUNTED ADA SIGN PER DETAIL 4/G-102A & 7/G-102A. SIGN COMPLIANCE & ACTUAL LOCATION TO BE FIELD VERIFIED
  - 6B NEW POLE MOUNTED ADA SIGN PER DETAIL 4/G-104A & 7/G-104A. ACTUAL LOCATION TO BE FIELD VERIFIED
  - 7A EXISTING WHEEL STOP PER DETAIL 5/G-102A ACTUAL LOCATION TO BE FIELD VERIFIED
  - 7B EXISTING RELOCATED WHEEL STOP PER DETAIL 5/G-102A. VERIFY THE PRESENCE, LOCATION AND CONDITION OF EXISTING WHEEL STOPS TO BE RELOCATED/ REUSED. ANY WHEEL STOPS NOT PRESENT OR IN POOR CONDITION WILL NEED TO BE REPLACED WITH NEW.
  - 7C EXISTING WHEEL STOP TO BE RELOCATED. ACTUAL LOCATION TO BE FIELD VERIFIED
  - 8A EXISTING 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-104A
  - 8B NEW 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-104A
  - 8C NOT USED
  - 8D FOR FUTURE 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-104A
  - 9A EXISTING PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-104A
  - 9B NEW PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-104A
  - 9C FUTURE PATH OF TRAVEL TO BE LEFT AS UNPAINTED ASPHALT FOR THIS SCOPE OF WORK. PAINTING WILL BE DONE BY OTHERS WHEN FUTURE EV CHARGERS ARE INSTALLED BY OTHERS. SHOWN JUST FOR CLARITY/ PLANNING PURPOSES.
  - 10 NOT USED
  - 11 NOT USED
  - 12 NOT USED
  - 13 REMOVE EXISTING STRIPING
  - 14 EXISTING LIGHT POLE TO BE REMOVED
  - 15 NOT USED
  - 16 NOT USED
  - 17A FUTURE EV READY STANDARD PARKING SPACE
  - 17B FUTURE EV READY VAN ACCESSIBLE PARKING SPACE
  - 17C FUTURE EV READY ACCESSIBLE PARKING SPACE

### ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE

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2. ALL EXISTING AND NEW PARKING STRIPING SHALL MEET CURRENT PARKING AND CBC REQUIREMENTS.
3. THIS PAGE SHOWS PROPOSED PARKING CONDITIONS WITH RESPECT TO FUTURE EV STALLS AND ADA. REFER TO SHEET E-106 FOR LAYOUT OF EV READY EQUIPMENT, INCLUDING PULL BOXES, EMPTY CONDUITS AND EV PANELBOARD.

### PATH OF TRAVEL LEGEND

	EXISTING POT
	NEW POT
	FUTURE POT

### EV READY STALLS

PARKING LOT - "M" EV READY	UNSHADED PARKING	SHADED PARKING	TOTAL	SHADED PARKING %
STANDARD EV READY STALLS	15	29	44	66%
ACCESSIBLE REGULAR EV READY STALLS	0	2	2	100%
ACCESSIBLE VAN EV READY STALLS	0	2	2	100%
<b>TOTAL EV READY STALLS</b>	<b>15</b>	<b>33</b>	<b>48</b>	<b>69%</b>



CLIENT  
**NATIVIDAD MEDICAL CENTER**  
 1441 CONSTITUTION BOULEVARD,  
 SALINAS, CA 93906  
 APN: # 003-851-041-000, 003-851-039-000

DESIGNER  
**OPTERRA ENERGY SERVICES**  
 500 12TH STREET, SUITE 300  
 OAKLAND, CA 94607

CONSULTANT  
**SOLVIDA DESIGN + ENGINEERING**  
 1400 Sherman Avenue, Suite 3  
 Berkeley, California 94709

ENGINEERING APPROVAL  
 AGENCY APPROVAL

MARK	DATE	DESCRIPTION
0	06-06-25	ISSUE FOR PERMIT

DESIGNER PROJECT NO.: 230-3  
 DRAWN BY: GB  
 CHECKED BY: BL  
 SCALE:

KEY PLAN

SHEET TITLE  
**ACCESSIBILITY PLAN**

SHEET NUMBER  
**G-105A**

PLOT DATE: 07/16/2025 03:55 PM BY: GAUTAM BAGRI FILE: SDE\_ENC\_INCL\_REV0.dwg SIZE: 8.53 MB PAPER SIZE: ARCH D 24x36"



PROJECT LOCATION  
**NATIVIDAD MEDICAL CENTER**  
1441 CONSTITUTION BOULEVARD,  
SALINAS, CA 93906

APN: # 003-851-041-000, 003-851-039-000

DESIGNER



OPTERRA ENERGY SERVICES  
500 12TH STREET, SUITE 300  
OAKLAND, CA 94607

CONSULTANT



1400 Sherman Avenue, Suite 300  
Berkeley, California 94709

ENGINEERING APPROVAL

AGENCY APPROVAL

ISSUE

MARK	DATE	DESCRIPTION
0	06-06-25	ISSUE FOR PERMIT

DESIGNER PROJECT NO.: 230-3  
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CHECKED BY: BL  
SCALE:

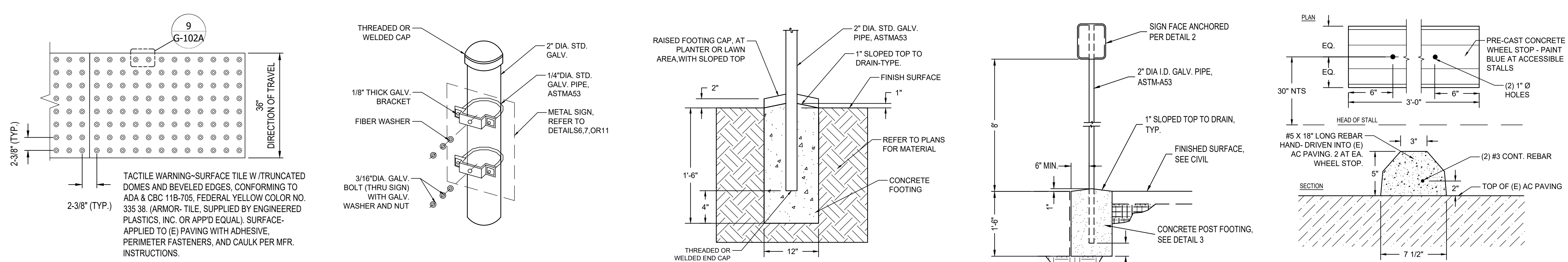
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SHEET TITLE

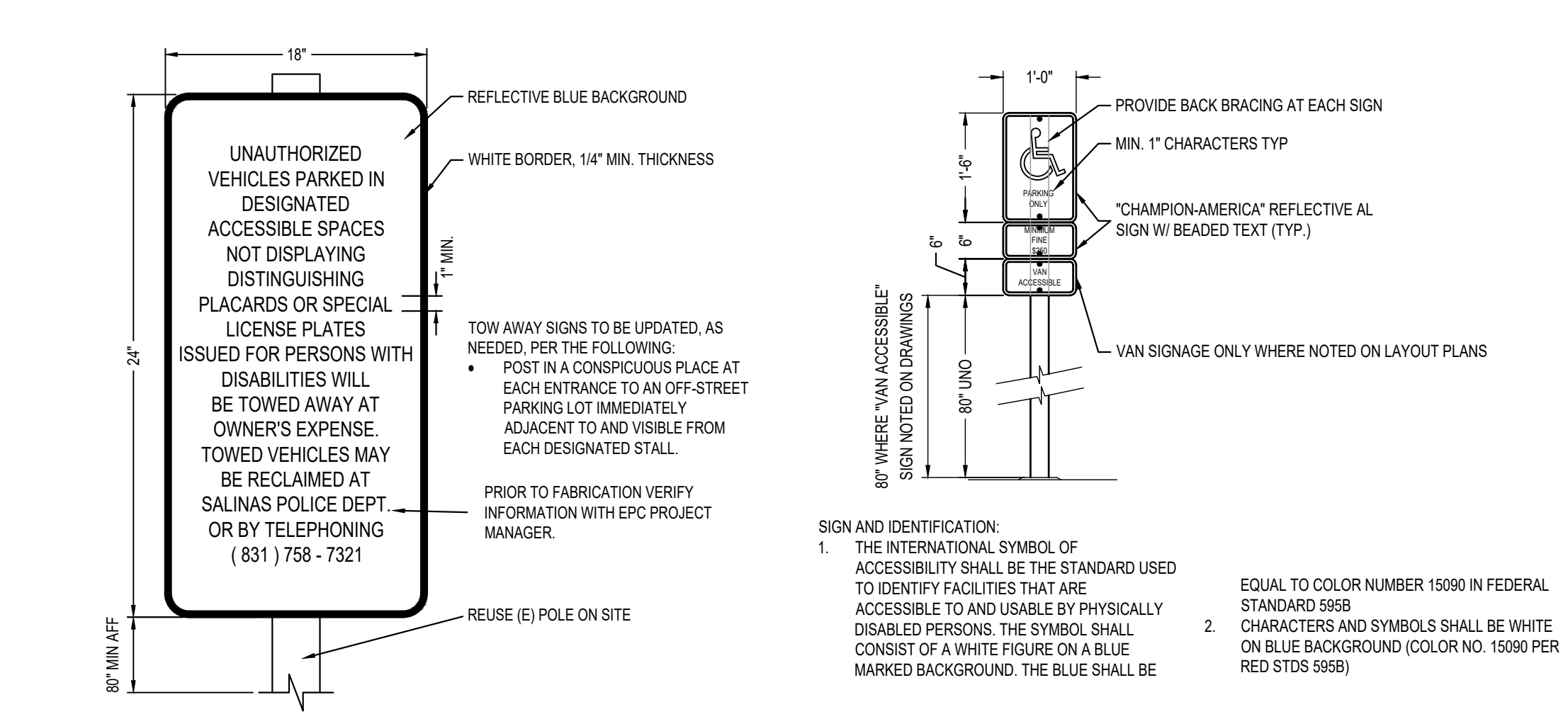
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SHEET NUMBER

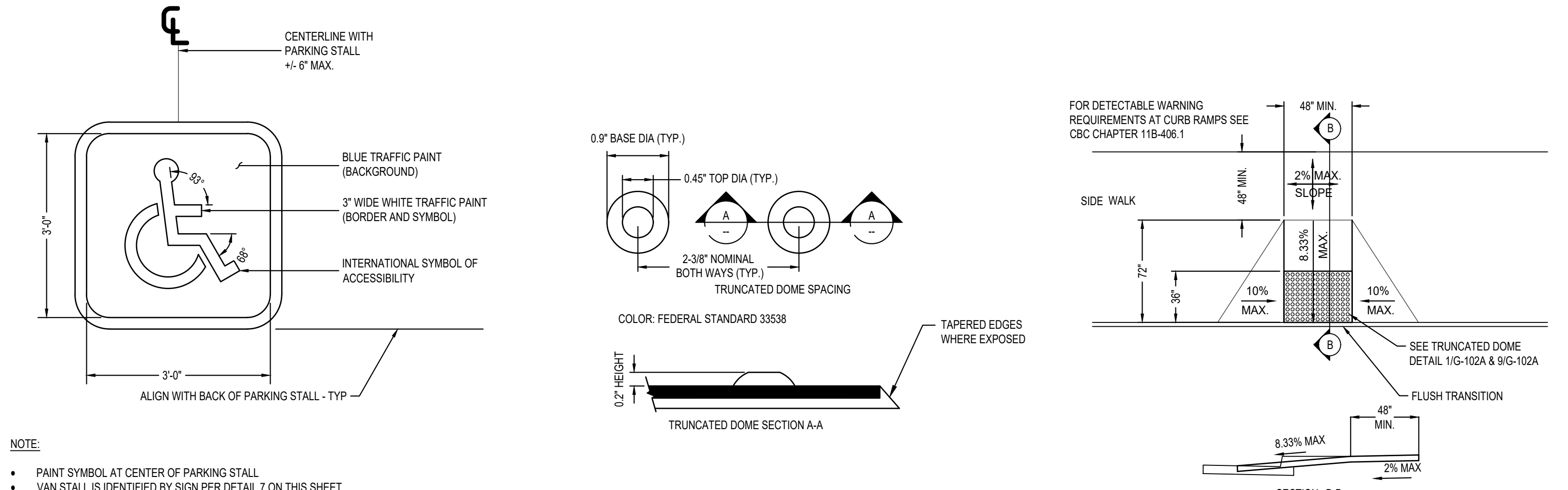
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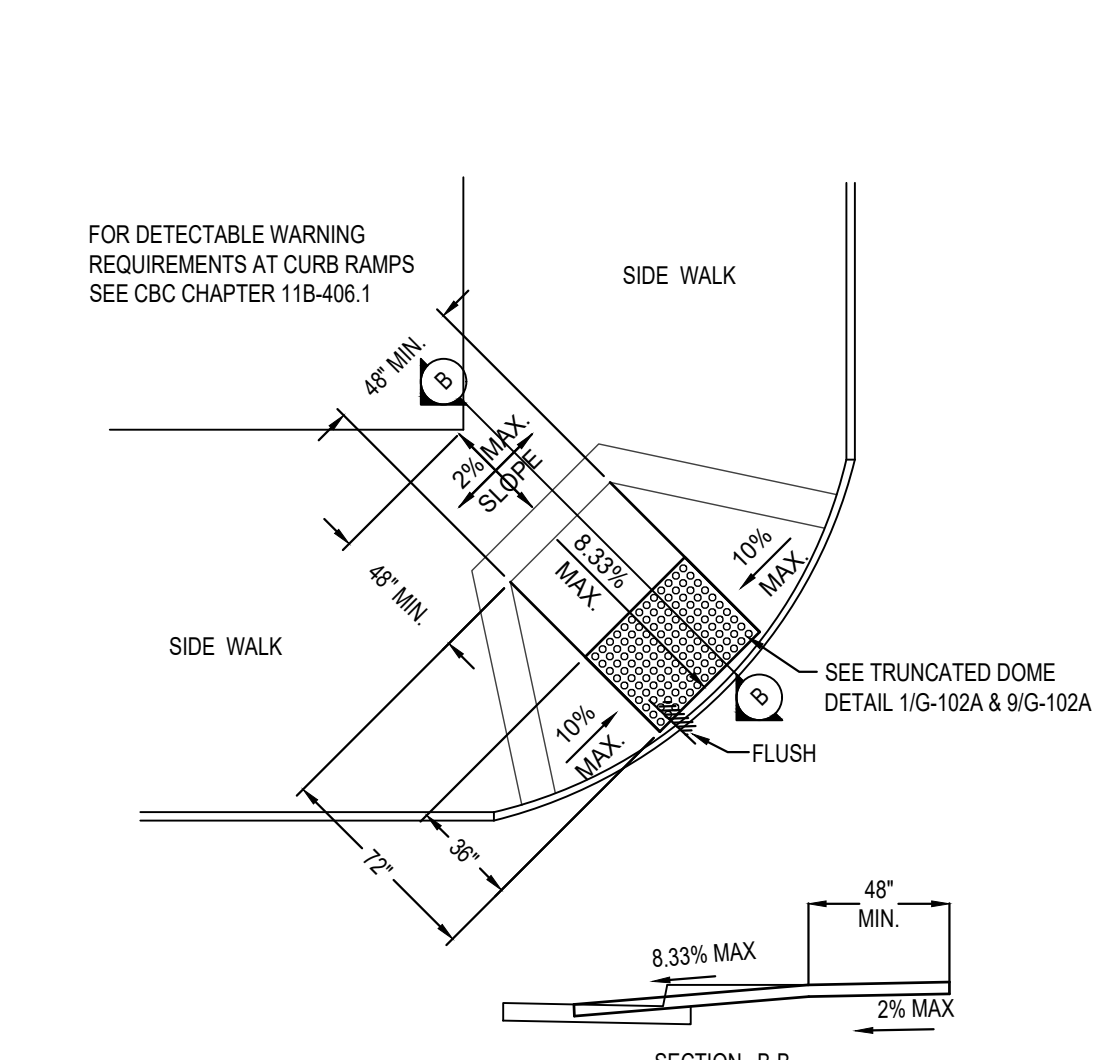
1 DETECTABLE WARNING NTS  
 2 SIGN FACE ANCHORING NTS  
 3 SIGN POLE BASE NTS  
 4 TYPICAL SIGN POLE MOUNT NTS  
 5 PRECAST CONCRETE WHEEL STOP NTS



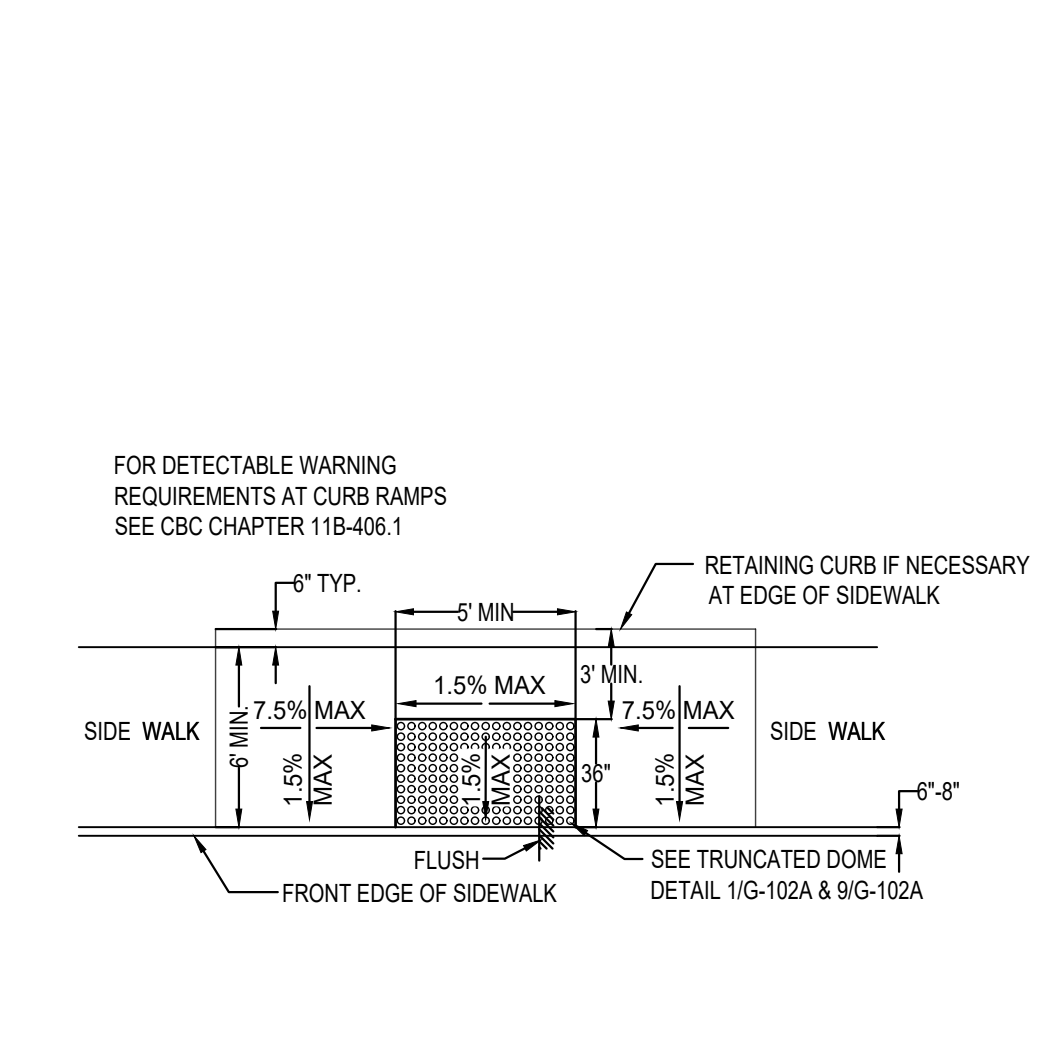
6 ACCESSIBLE SIGNAGE TOWAWAY LOCATE AT OFF-STREET PARKING LOT ENTRANCES  
 7 ACCESSIBLE PARKING SIGNS NTS



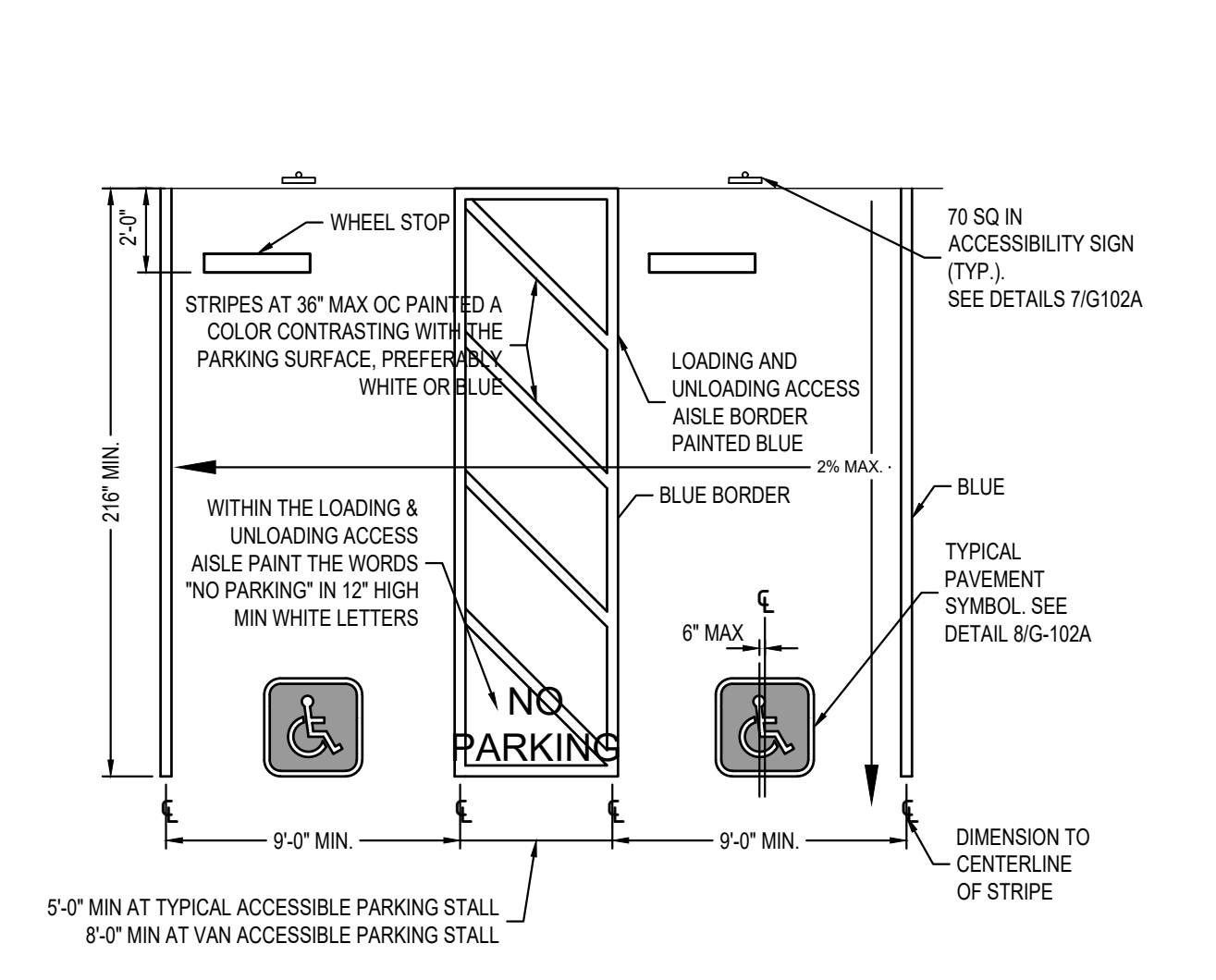
8 SYMBOL ACCESSIBILITY NTS  
 9 ACCESSIBLE WALKWAY TACTILE WARNING DETAILS NTS  
 10 ACCESSIBLE CURB ACCESSIBLE RAMP



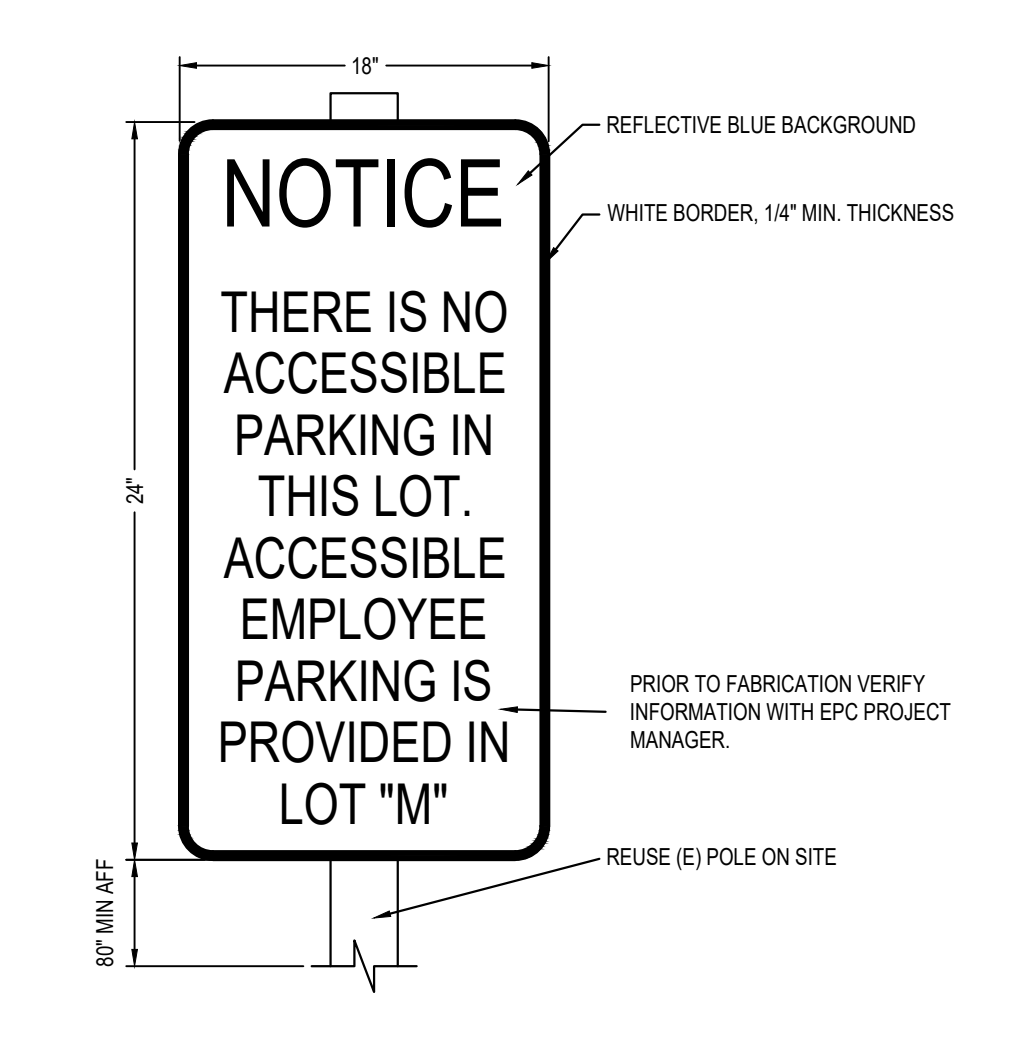
11 ACCESSIBLE CURB-90 ACCESSIBLE RAMP



12 ACCESSIBLE CURB - C TYPE



13 ACCESSIBLE DOUBLE PARKING STALL NTS



14 ACCESSIBLE SIGNAGE

PLOT DATE: 07/16/2025 03:47 PM BY: GAUTAM BAGRI FILE: SDE\_ENC\_NMC\_REV0.dwg SIZE: 6.53 MB PAPER SIZE: ARCH D 24x36"



**Change Order Request**  
COR #01  
Increased Solar Canopy Foundation Depths

May 19, 2025

Monterey County  
168 W. Alisal Street  
Salinas, CA 93901  
Attn: Cora Panturad

Project: Natividad Medical Center Solar Arrays  
ENGIE Project Number: CN-001479  
ENGIE Contract Number: R 3652

Cora,

ENGIE Services U.S. is pleased to provide this proposal for the additional scope of work as described below in the amount of \$46,643 (Forty Six Thousand Six Hundred Forty Three Dollars and Zero Cents.)

Category	Description	Cost Amount	% of COR Cost	Cost Source
Project Design and Engineering Services	Design & Engineering ENGIE Labor	\$ 3,992	9%	ENGIE
Construction	Natividad Medical Center Increased Foundation Depths	\$ 33,746	72%	MBL
	Bonds and Insurance	\$ 1,442	3%	ENGIE
	Warranty	\$ 466	1%	ENGIE
Overhead & Profit	Overhead & Profit	\$ 6,997	15%	% of cost
<b>Total Change Order Request Cost to Monterey County</b>		<b>\$ 46,643</b>	<b>100%</b>	

**Change Order Request Scope of Work:**

ENGIE Services U.S. shall increase the depth of the solar canopy foundations at Natividad Medical Center according to the depths on the 90% drawings as calculated by the Structural Engineer of Record as a result of the soils and geotechnical report. The maximum depth of the piers shall be increased to 16' from 13' as initially assumed in the contract. The total length of depth increased is 186' across fifty-two (52) columns among nine (9) arrays. Additionally, ENGIE Service U.S. shall increase the depth of the piles on the ground mount arrays by a total of 268' across sixty-seven (67) piles.

**Change Order Request Clarifications and Exclusions:**

Thank you for the opportunity. Please let us know if you require additional information.

---

Logan Ahlgren  
Project Manager  
ENGIE Services U.S.  
(415) 410-3505  
[logan.ahlgren@engie.com](mailto:logan.ahlgren@engie.com)





COR #01						
Increased Solar Canopy Foundation Depths						
ENGIE LABOR COSTS						
Personnel	Project Engineer	Project Manager	Construction Manager	Project Director	Project Coordinator	Total
Hours	4	4	4	0	0	12
Hourly Rate	\$323	\$355	\$320	\$384	\$255	
Total Labor	\$ 1,292	\$ 1,420	\$ 1,280	\$ -	\$ -	\$ 3,992

Pricing and Tariff Considerations

The pricing outlined in this proposal is based on current market conditions and regulatory environments as of the date of submission. Please note that in the event of changes to applicable tariffs, duties, or other trade-related fees imposed by domestic or international regulatory authorities which impacts our pricing, we reserve the right to adjust pricing accordingly.

Such adjustments, if necessary, will be supported by relevant documentation. We are committed to transparency and will make every effort to mitigate the impact of such changes on the final project cost.

May 5, 2025

Mr. Logan Ahlgren  
Engie Services US

RE: Monterey County RFP Portfolio

### **Description**

Based on the 90P MBL drawing set and ENGIE RFP information, we are pleased to provide the following scope of work and price proposal for your review. The project design objective is for the complete structural and mechanical assembly of the MBL Designed Canopy Structures, Fixed Tilt Ground Mount Systems, and the attachment of owner supplied solar modules to the structure.

### **Scope of Services for General Construction**

- Disposal of all trade related debris to be handled by MBL.
- Provide any equipment required by MBL to complete the defined Scope of Work.
- MBL to provide permit ready plan set; consisting of stamped and engineered structural drawings, details, and calculation packages with design support provided by MBL as needed.
  - Lead time to provide module layout verifications, column layout verification, and appropriate structural documents is three weeks from NTP for design services.
- Lead times and proposal pricing for material fabrication is based on meeting mill runs. This time frame is approximately 6-8 weeks from the Notice to Proceed to on-site delivery.
- Proposal assumes the utilization of the Canadian Solar 545w module.
- Proposal assumes state prevailing wage requirements for Monterey County, CA.
  - Laborers to be assigned the module mounting scope of work.

### **Scope of Services for MBL Parking Structures**

- Provide full structural and mechanical assembly for the parking canopy structure as specified by the MBL designs.
- Proposal assumes buildable soils conditions with no obstructions or limitations and a pier depth for the foundations that is assumed to be a maximum pier depth of thirteen feet (13') per the ENGIE RFP.
  - Proposal assumes spoils (non-hazardous) from pier drilling will be off hauled by MBL.
  - 30" round foundation piers to be installed on 27-foot centers with a 30" above grade bollard (abutment) as part of the foundation.
  - Change Order value provided in the Price Table for the adjusted pier depths to meet the 90P Plan Set depths.
- Provide all construction services including furnishing labor and materials for the installation of a steel parking canopy structures consisting of the "T" style column and beam assemblies.
  - Column structure counts in the price table below.
- Furnish and install all mounting "Z" purlins, blocking, and "C" closure trim as specified by the MBL Designs. All mounting section components will be fabricated from G-90 Galvanized steel coil.

- Furnish and install all Beacon Technologies module mounting hardware, consisting of clips, washers, and fasteners for the purpose of module installation. All items fabricated from G-90 galvanized steel coil, or mechanically galvanized components.
  - Modules to be mounted in portrait orientation in compliance with MBL Designs.
  - Design to utilize the Beacon Technologies UL 2703 certified module hardware for inter-module and grounding.
- Parking Canopy HSS steel components will be factory primed and painted with field touch-ups as required. Finish paint to be in accordance with Industrial DTM Acrylic Enamel, or equal, paint specification.
  - Includes color matched metal baseplate cover boxes to be furnished and installed by MBL.
- Carport Structure will be constructed on a seven-degree tilt, with a minimum low side clear height of thirteen feet six inches (13'6") and installed parallel to grade of the parking surface.
- Proposal includes the removal of light pole bases per the site quantities provide by the Engie Services US RFP document.
- Underground Utility locator service for our scope to be provided by MBL Energy.
  - MBL to also file a ticket with 811 for utility markings.
- Proposal assumes the below example mobilization/remobilization schedule.
  - Per the Engie RFP, each site shall have the below number of phases/remobilizations:
    - Natividad Medical Center – Three
  - Drill, Set, Foundations for Phase One
  - Steel and Purlin Erection, Module Installation, and Welding and Grout Phase One
  - Drill, Set, Foundations for Phase Two
  - Steel and Purlin Erection, Module Installation, and Welding and Grout Phase Two (etc., etc. etc.)
  - MBL to return to site to complete any touch up paint and punch list items once other trades have reasonably completed their scope work.
  - Additional re-mobilizations to a project site will be subject to a change order and a fee of \$8,000

#### **Scope of Services for Fixed Ground Mount Install**

- Provide full structural and mechanical assembly for site specific Fixed Tilt Ground Mount System designed by MBL Energy.
- Proposal assumes piers installed to a depth of no more than Eight Feet (8') per the ENGIE RFP.
  - Piers to be furnished by MBL.
  - Proposal assumes that piers can be installed in the existing soil conditions and without any underground obstruction or refusal.
  - Piers to be installed via vibra-pile methods with our Vermeer PD-10 tractor.
  - Change Order value provided in the Price Table for the adjusted embedment depths to meet the 90P Plan Set depths.

- Furnish and install all design specified rails, brackets, beams, module mounting hardware, and accessory components for the MBL Designed Fixed Tilt Ground Mount system.
- MBL to mount owner supplied modules to be mounted in portrait orientation.
  - MBL to take delivery of and install all solar modules at the project site.
  - Module packaging debris to be disposed of by MBL.
- MBL to provide survey services to locate and benchmark (with whiskers) the locations for the pier installation with GPS coordinates map in CAD.
  - Full site and site boundary surveys to be provided by others and provided to MBL to be used as the baseline for MBL's survey scope.
- MBL to provide underground utility locating services for the areas in which their scope will take place and for their own use.
  - MBL to also file a ticket with 811 for utility markings.

#### Clarifications

- Price proposal is based on current market raw material pricing and is valid for **90** days.
  - Additionally, proposal assumes Notice to Proceed for Material Procurement will be issued within 45 days of contract execution. Otherwise, project is subject to price adjustments to current market values for raw materials.
- Sales taxes are included.
- Price Table breakout pricing is for illustration purposes only.
- Soils investigation and geotechnical reports to be provided by Engie Services US.
- Adverse soils. Currently the proposal does not contemplate any adverse soil conditions, including rocky, sandy, contaminated, ground water, or otherwise problematic construction limitations. A soils test will be required prior to construction and this testing is not included in our project proposal. If caissons, dewatering, spread footings, or other abnormal methods are required, work will be performed at additional cost to the developer.
  - No contingency costs for adverse conditions included as part of this proposal.
- Cost of permits will be the responsibility of the developer.
- Price proposal assumes that shown quantity of modules will fit in the areas specified on the layouts.
- Pricing is subject to change pending actual engineered column counts.
- Price proposal assumes and will be held to the limitations of the MBL plan set. These limitations include, but not limited to, structure sizes and dimensions, and any individual site engineering required for flood zones, excessive wind zones, snow loads, liquefaction, wildfire zones, etc.
  - Price is subject to change based on these potential changes.
- MBL Designs assume specific physical characteristics of the selected module. Module will need to be verified for compliancy prior to final selection.
  - Price is subject to change pending final selection.
- Proposal assumes modules have been tested to load standards that allow for a four-point connection for module mounting methods.
- Any landscape and hardscape damaged by Subcontractor is to be repaired by Subcontractor. This does not include the removal of any underground or USA markings to locate underground utilities.

- MBL to not be held responsible for pre-existing parking lot conditions that may worsen due to equipment that is required to perform this scope of work.
  - Prior to construction, sign off from Engie Services US about the existing parking conditions to be required and discussed.
- Any third-party inspection requirements or inspectors are to be retained by Engie Services US or the Host Client, whichever ever has authority.
- The final design layouts will be based on arrangements agreed to between MBL Energy and Engie Services US and will be subject to approval of local Fire Marshall for access.

#### Exclusions

- Electrical engineering design services are excluded.
- All electrical, including inter-module wiring, canopy lighting, source circuitry for DAS, electrical sweeps, underground work related to reaching point of connection, EV Chargers, and any work related to completing interconnection of system are excluded from this proposal.
- Parking lot repairs, re-striping, curb removal, sidewalk repairs, tree removal, or bollard removal, and any storm drain, or existing utility re-location are excluded from this proposal.
- Any work related to bringing project site up to ADA code compliancy is excluded from this proposal.
- No wheel stops, drive aisle bollards or low clearance signage for array protection. This includes repairs to damaged existing wheel stops.
- No permanent or temporary fencing installation.
- No site civil work of any kind. This includes grading prior to construction, installation of base rock, or any kind of site dust or weed control.
- Proposal excludes any scope of work related to re-roofing any buildings. The only roofing scope to be provided will be to flash in structure related roof penetrations and make them water tight.
- Proposal does not include the painting of electrical conduit, or other accessory items attached to the shade structure.

#### Pricing Table

Please see attached Price Table

Please visit [www.mbl-energy.com](http://www.mbl-energy.com) for photos and information on our portfolio of projects. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,



Jay Kirby  
MBL & Sons, Inc.

Attachment - Price Proposal Form

Monterey County

MBL & Sons, Inc.

5/5/2025



No.	Site	Installation Type	Site Kw	Module Qty	Structure Qty	Structural Engineering	Subtotal Materials	Module Mounting Labor	Subtotal Labor	Bonds (Payment & Performance)	Total Price
<b>SOILS RELATED CHANGE ORDER COSTING</b>											
A	Natividad Medical Center	Adjustment for Pier Depths as shown in 90P Plan Set	2417.62	4436	15 Six High Full T's 45 Five High Full T's 31 Four High Half T's 84 Three High Half T's	\$0	\$15,113	\$0	\$6,173	\$234	\$21,521
B	Natividad Medical Center	Adjustment for Embedment Depths as shown in 90P Plan Set	304.11	558	92 Piers	\$0	\$8,585	\$0	\$3,507	\$133	\$12,225
										<b>SOILS CHANGE ORDER TOTAL</b>	<b>\$33,746</b>



## Change Order Request

COR #02

ADA

XX/XX/2025

Monterey County  
 168 W. Alisal Street  
 Salinas, CA 93901  
 Attn: Cora Panturad

Project: Natividad Medical Center Solar Arrays  
 OPTERRA Project Number: CN-001479  
 OPTERRA Contract Number: R 3652

Cora,  
 OPTERRA Energy Services provides this proposal for the additional scope of work as described below in the amount of \$1,107,118.00 (One Million One Hundred Seven Thousand One Hundred Eighteen Dollars).

Included in this Change Order Request for additional documentation is:

- Attachment 1: Asphalttec's proposal for the ADA work
- Attachment 2: ADA Sheets dated "6-6-2025 Issue For Permit"

Category	Description	Cost Amount	% of COR Cost	Cost Source
Project Design and Engineering Services	Design & Engineering OPTERRA Labor	\$ 122,560	11%	OPTERRA
Construction	Natividad Medical Center ADA Scope	\$ 764,856	69%	Asphalttec
	Bonds and Insurance	\$ 38,603	3%	OPTERRA
	Warranty	\$ 16,147	1%	OPTERRA
Overhead & Profit	Overhead & Profit	\$ 164,952	15%	% of cost
<b>Total Change Order Request Cost to Monterey County</b>		<b>\$ 1,107,118</b>	<b>100%</b>	

<p><b>Change Order Request Scope of Work:</b>          OPTERRA Energy Services shall complete the ADA Scope of Work at Natividad Medical Center as shown on the Accessibility Plan drawing sheets G-100A, G-101A, G-102A, G-103A, G-104A, G-105A, and G-106A of the drawing set issued for plan check set dated "06-06-25 Issue For Permit" in Attachment 2. The Scope of Work includes but is not limited to striping and signage, wheel stops, truncated domes, grading, and asphalt/concrete work where necessary to achieve completion for permit closeout.</p>
<p><b>Change Order Request Clarifications and Exclusions:</b>          Any additional scope beyond the extent of new ADA improvements shown in the Accessibility Plan drawing sheets is excluded.</p>

Thank you for the opportunity. Please let us know if you require additional information.

---

Logan Ahlgren  
 Project Manager  
 OPTERRA Energy Services  
 (415) 410-3505  
[lahlgren@opterraenergy.com](mailto:lahlgren@opterraenergy.com)

COR #02						
ADA						
OPTERRA LABOR COSTS						
Personnel	Project Engineer	Project Manager	Construction Manager	Project Director	Project Coordinator	Total
Hours	60	60	200	20	40	380
Hourly Rate	\$323	\$355	\$320	\$384	\$255	
Total Labor	\$ 19,380	\$ 21,300	\$ 64,000	\$ 7,680	\$ 10,200	\$ 122,560

Pricing and Tariff Considerations

The pricing outlined in this proposal is based on current market conditions and regulatory environments as of the date of submission. Please note that in the event of changes to applicable tariffs, duties, or other trade-related fees imposed by domestic or international regulatory authorities which impacts our pricing, we reserve the right to adjust pricing accordingly.

Such adjustments, if necessary, will be supported by relevant documentation. We are committed to transparency and will make every effort to mitigate the impact of such changes on the final project cost.



# ATTACHMENT 2



4075 Celeste Ave  
 Clovis, CA 93619  
 Don Jimenez: 559-313-7179  
 Office: 559-291-0711  
 Fax: 559-346-1227  
 don@asphalt-tech.com

License# 948614  
 ISN# 400-255424



## PROPOSAL

Date	PROPOSAL #
6/2/2025	622025-NAVMC

### Name-Address

ENGIE SERVICES US 500 12TH ST, SUITE 300 OAKLAND, CA 94607
--

DESCRIPTION	Amount
<b>PROJECT LOCATION: NATIVDAD MEDICAL CENTER, SALINAS, CA</b>	
AS PER PLANS PROVIDED SHEET BELOW / JOBWALK 5/22/2025	
CONCRETE DEMO AREA AS SHOWN FOR NEW CONCRETE (RAMPS, FLATWORK, CURBS)	
-EXCAVATE EXISTING PLANTER & GRADE FOR AREAS IN DESIGN FOR NEW PATH OF TRAVEL WALKS	
-HAUL DEBRIS OFFSITE AND DISPOSE	
-SET FORMS AS NEED FURNISH & INSTALL NEW CONCRETE (RAMPS, FLATWORK, CURBS)	
-INSTALL TRUNCATED DOMES WHERE SHOWN OR DETERMINED	
ASPHALT (FIELD VERIFIED)	
-DEMO/GRIND/REMOVE EXISTING HMA ASPHALT	
-GRADE AREAS AS NEEDED PAVE WITH HMA AND COMPACT TO REQUIRED SLOPES TO MEET ADA STANDARDS	
PARKING LOT STRIPING, SIGNS, WHEELSTOPS	
-REMOVE EXISTING STRIPING LAYOUT	
-LAYOUT & STRIPE AS PER PLANS INSTALL ADA SIGNAGE & WHEELSTOPS	
G-101A	
DEMO/GRADE/CONC. -----	\$37,286.00
ASPHALT -----	\$34,438.00
STRIPING -----	\$6,338.00
G-102A	
DEMO/GRADE/CONC. -----	\$128,033.00
ASPHALT -----	\$119,590.00
STRIPING -----	\$17,030.00
G-103A	
DEMO/GRADE/CONC. -----	\$127,213.00
ASPHALT -----	\$119,023.00
STRIPING -----	\$18,063.00
G-104A	
DEMO/GRADE/CONC. -----	\$58,485.00
ASPHALT -----	\$15,406.00
STRIPING -----	\$16,596.00
G-105A	
ASPHALT -----	\$12,678.00
STRIPING -----	\$6,824.00
OPTIONAL STRIPING -----	\$5,576.00
MOBILIZATION IN/OUT -----	\$20,000.00
EST. BONDING RATE AT 3%	
	EST. BOND
	\$22,277.00
Includes: mobilization, PREVAILING WAGE labor, travel, materials, equipment to perform scope of work	
*Standard Exclusions: traffic control/plan, survey, permits, testing, inspection/testing, utilities, unforeseen incidentals	
*Estimate valid for 30 days from date	
<b>TOTAL</b>	<b>\$764,856.00</b>

# ATTACHMENT 2

EV CHARGER	PARKING STALL
EV.D.1	STANDARD
EV.D.2	STANDARD
EV.D.3	STANDARD
EV.D.4	STANDARD
EV.D.5	STANDARD
EV.D.6	STANDARD
EV.D.7	STANDARD
EV.D.8	STANDARD
EV.D.9	STANDARD
EV.D.10	VAN ACCESSIBLE
EV.D.11	STANDARD ACCESSIBLE
EV.D.12	STANDARD
EV.F.1	STANDARD
EV.F.2	STANDARD
EV.F.3	STANDARD
EV.F.4	STANDARD
EV.F.5	STANDARD
EV.F.6	VAN ACCESSIBLE
EV.F.7	STANDARD ACCESSIBLE
EV.F.8	STANDARD
EV.F.9	STANDARD
EV.F.10	STANDARD
EV.F.11	STANDARD
EV.F.12	STANDARD

EVCS PARKING ANALYSIS		
TOTAL NUMBER OF EV STALLS PROVIDED	NUMBER OF VAN ACCESSIBLE EV STALLS REQUIRED/PROVIDED	NUMBER OF STANDARD ACCESSIBLE EV STALLS REQUIRED/PROVIDED
24	2 1/2	2 1/2


OUTPATIENT & VISITOR PARKING ANALYSIS				
PARKING LOT A, B, C, D, F & I TOTAL	UNSHADED PARKING	SHADED PARKING	TOTAL	SHADED PARKING %
STANDARD STALLS	78	324	402	80.6%
ACCESSIBLE ADA STALLS REQUIRED (10% OF SPACES PROVIDED, PER 11B-228.2.1)	0	37	45	100%
ACCESSIBLE VAN STALLS REQUIRED (10% OF SPACES PROVIDED, PER 11B-228.2.1)	0	8		
ACCESSIBLE REGULAR STALLS PROVIDED	0	37		
ACCESSIBLE VAN STALLS PROVIDED	0	8	45	100%
TOTAL PARKING STALLS INCLUDING ADA, EXCLUDING EVCS			447	% SHADED ADA > % SHADED STANDARD, SO OK

**ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE**

PATH OF TRAVEL (POT) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS-SLOPE IS 2% AND MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5%. POT SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL. ARCHITECT OR ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED, AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS, AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMPLYING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT."

CLIENT



PROJECT LOCATION  
**NATIVIDAD MEDICAL CENTER**  
 1441 CONSTITUTION BOULEVARD,  
 SALINAS, CA 93906  
 APN: # 003-851-041-000, 003-851-039-000

DESIGNER  
  
 OPTERRA ENERGY SERVICES  
 500 12TH STREET, SUITE 300  
 OAKLAND, CA 94607

CONSULTANT  
  
 SOLVIDA  
 DESIGN + ENGINEERING  
 1400 Sherman Avenue, Suite 3  
 Berkeley, California 94709

ENGINEERING APPROVAL

AGENCY APPROVAL

ISSUE

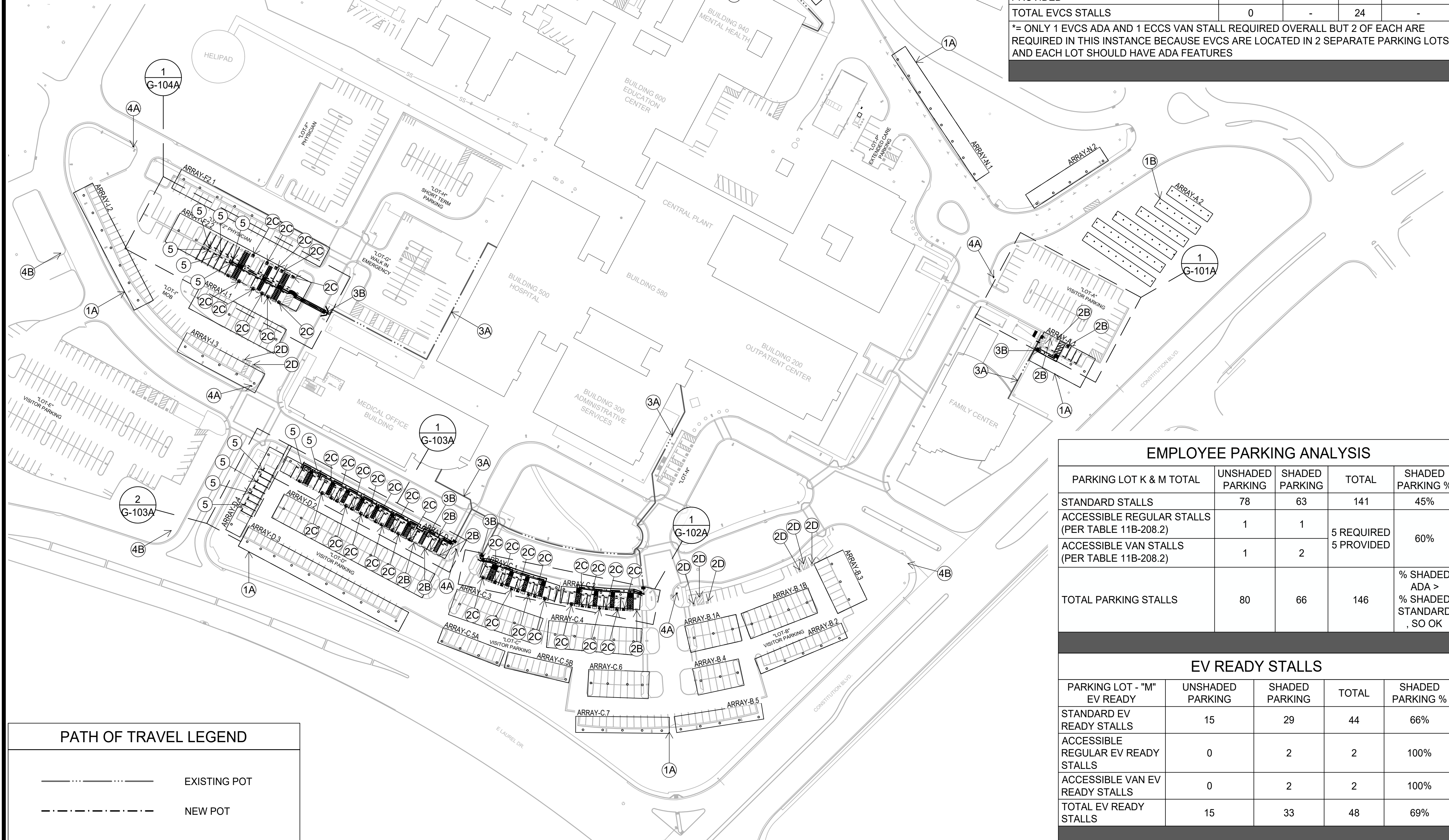
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0	06-06-25	ISSUE FOR PERMIT

DESIGNER PROJECT NO.: 230-3  
 DRAWN BY: GB  
 CHECKED BY: BL  
 SCALE:

KEY PLAN

SHEET TITLE  
**ACCESSIBILITY PLAN**

SHEET NUMBER  
**G-100A**

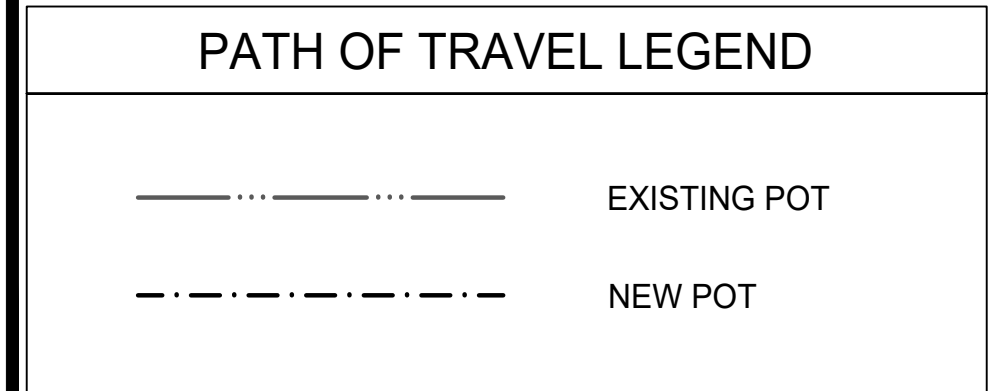


PARKING LOT D & F EVCS TOTALS				
STANDARD EVCS	UNSHADED PARKING	SHADED PARKING	TOTAL	SHADED PARKING %
ACCESSIBLE EVCS ADA STALLS REQUIRED (PER TABLE 11B-228.3.2.1)	0	2*	4	100%
ACCESSIBLE EVCS VAN STALLS REQUIRED (PER TABLE 11B-228.3.2.1)	0	2*		
ACCESSIBLE EVCS STALLS PROVIDED	0	2		
ACCESSIBLE EVCS VAN STALLS PROVIDED	0	2	4	100%
TOTAL EVCS STALLS	0	-	24	-

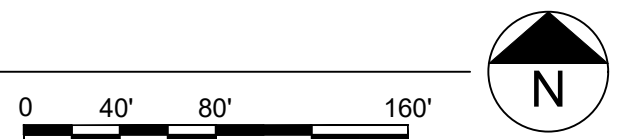
\*= ONLY 1 EVCS ADA AND 1 EVCS VAN STALL REQUIRED OVERALL BUT 2 OF EACH ARE REQUIRED IN THIS INSTANCE BECAUSE EVCS ARE LOCATED IN 2 SEPARATE PARKING LOTS AND EACH LOT SHOULD HAVE ADA FEATURES

EMPLOYEE PARKING ANALYSIS				
PARKING LOT K & M TOTAL	UNSHADED PARKING	SHADED PARKING	TOTAL	SHADED PARKING %
STANDARD STALLS	78	63	141	45%
ACCESSIBLE REGULAR STALLS (PER TABLE 11B-208.2)	1	1	5 REQUIRED 5 PROVIDED	60%
ACCESSIBLE VAN STALLS (PER TABLE 11B-208.2)	1	2		
TOTAL PARKING STALLS	80	66	146	% SHADED ADA > % SHADED STANDARD, SO OK

EV READY STALLS				
PARKING LOT - "M" EV READY	UNSHADED PARKING	SHADED PARKING	TOTAL	SHADED PARKING %
STANDARD EV READY STALLS	15	29	44	66%
ACCESSIBLE REGULAR EV READY STALLS	0	2	2	100%
ACCESSIBLE VAN EV READY STALLS	0	2	2	100%
TOTAL EV READY STALLS	15	33	48	69%

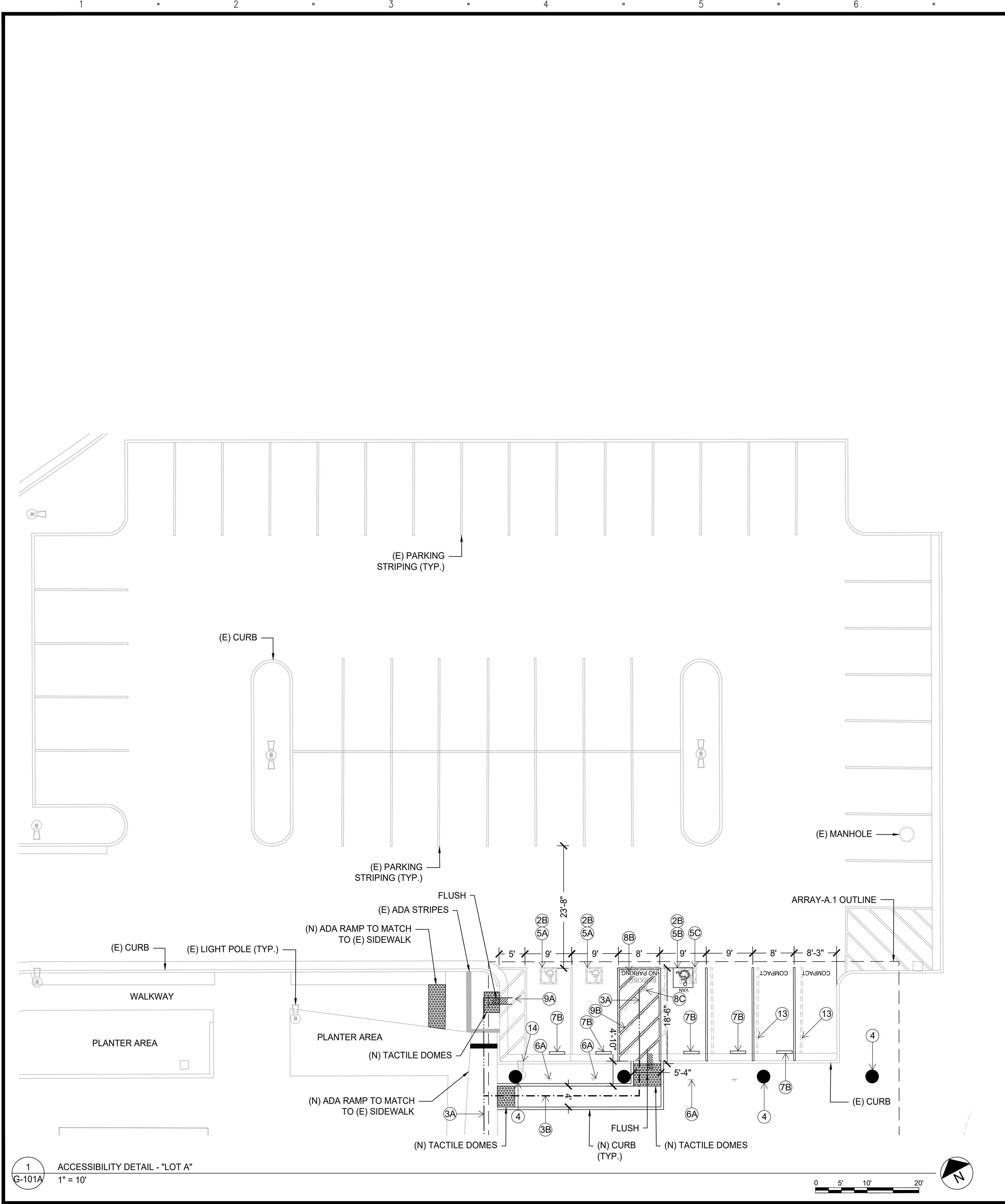


1 ACCESSIBILITY SITE PLAN  
 1" = 80'

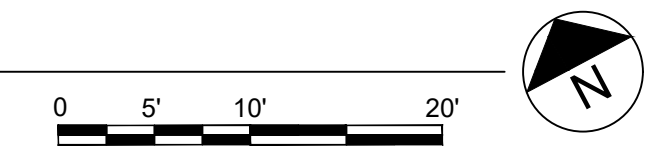


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 SIZE: 8.53 MB  
 PAPER SIZE: ARCH D 24x36"




**1**  
**G-101A** ACCESSIBILITY DETAIL - "LOT A"  
 1" = 10'



KEYNOTES	ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE
<p>1) NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)</p> <p>2A) NOT USED</p> <p>2B) EXISTING ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY.</p> <p>3A) EXISTING ACCESSIBLE PATH OF TRAVEL</p> <p>3B) NEW ACCESSIBLE PATH OF TRAVEL</p> <p>4) NEW PHOTOVOLTAIC SOLAR CANOPY SUPPORT COLUMN (TYP.)</p> <p>5A) EXISTING PAVEMENT SYMBOL PER DETAIL 8/G-102A (TYP.)</p> <p>5B) NEW PAVEMENT SYMBOL PER DETAIL 8/G-104A. (TYP.)</p> <p>5C) EXISTING PAVEMENT SYMBOL TO BE REMOVED</p> <p>6A) EXISTING POLE MOUNTED ADA SIGN PER DETAIL 4/G-102A &amp; 7/G-102A. SIGN COMPLIANCE &amp; ACTUAL LOCATION TO BE FIELD VERIFIED</p> <p>6B) NOT USED</p> <p>6C) EXISTING POLE MOUNTED ADA SIGN TO BE REMOVED</p> <p>7A) NOT USED</p> <p>7B) EXISTING RELOCATED WHEEL STOP PER DETAIL 5/G-102A. VERIFY THE PRESENCE, LOCATION AND CONDITION OF EXISTING WHEEL STOPS TO BE RELOCATED/ REUSED. ANY WHEEL STOPS NOT PRESENT OR IN POOR CONDITION WILL NEED TO BE REPLACED WITH NEW.</p> <p>8A) NOT USED</p> <p>8B) NEW 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-104A</p> <p>8C) EXISTING 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING" TO BE REMOVED</p> <p>9A) EXISTING PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-104A</p> <p>9B) NEW PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-104A</p> <p>10) NOT USED</p> <p>11) NOT USED</p> <p>12) EXISTING ACCESSIBLE FLUSH CURB RAMP</p> <p>13) REMOVE EXISTING STRIPING</p> <p>14) EXISTING LIGHT POLE TO BE REMOVED</p>	<p>PATH OF TRAVEL (POT) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS-SLOPE IS 2% AND MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5%. POT SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL. ARCHITECT OR ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.</p> <p>DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED, AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS, AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT."</p>
	<p align="center"><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>ALL EXISTING PARKING STALLS UNDER NEW PV ARRAYS TO BE RE-STRIPED AND/OR EXTENDED TO 18' FROM EDGE OF (N) PV CANOPY COLUMNS UNLESS OTHERWISE NOTED.</li> <li>ALL EXISTING AND NEW PARKING STRIPING SHALL MEET CURRENT PARKING AND CBC REQUIREMENTS.</li> <li>ALL EXISTING PARKING STALLS THAT ARE BEING CONVERTED TO NEW EV CHARGING STATIONS (EVCS) TO BE RE-STRIPED TO MEET MINIMUM STALL DIMENSIONS AS PER CALIFORNIA BUILDING CODE CHAPTER 11B-812 EVCS TECHNICAL REQUIREMENTS.</li> </ol>
	<p align="center"><b>PATH OF TRAVEL LEGEND</b></p> <p> <span style="border-bottom: 1px solid black; width: 100px; display: inline-block;"></span> EXISTING POT  <span style="border-bottom: 1px dashed black; width: 100px; display: inline-block;"></span> NEW POT             </p>

CLIENT

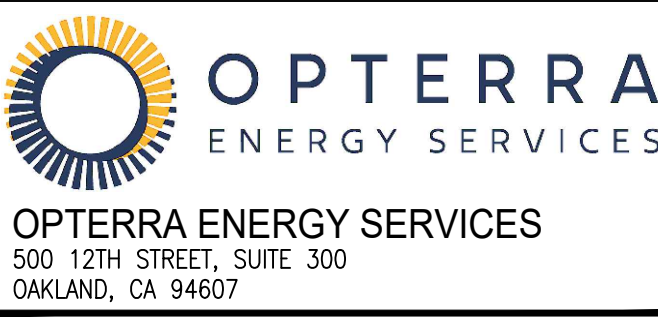


PROJECT LOCATION

**NATIVIDAD MEDICAL CENTER**  
 1441 CONSTITUTION BOULEVARD,  
 SALINAS, CA 93906


APN: # 003-851-041-000, 003-851-039-000

DESIGNER



OPTERRA ENERGY SERVICES  
 500 12TH STREET, SUITE 300  
 OAKLAND, CA 94607

CONSULTANT



SOLVIDA  
 DESIGN + ENGINEERING  
 1450 Sherman Avenue, Suite 3  
 Berkeley, California 94709

ENGINEERING APPROVAL

AGENCY APPROVAL

ISSUE	MARK	DATE	DESCRIPTION
	0	06-06-25	ISSUE FOR PERMIT

KEY PLAN

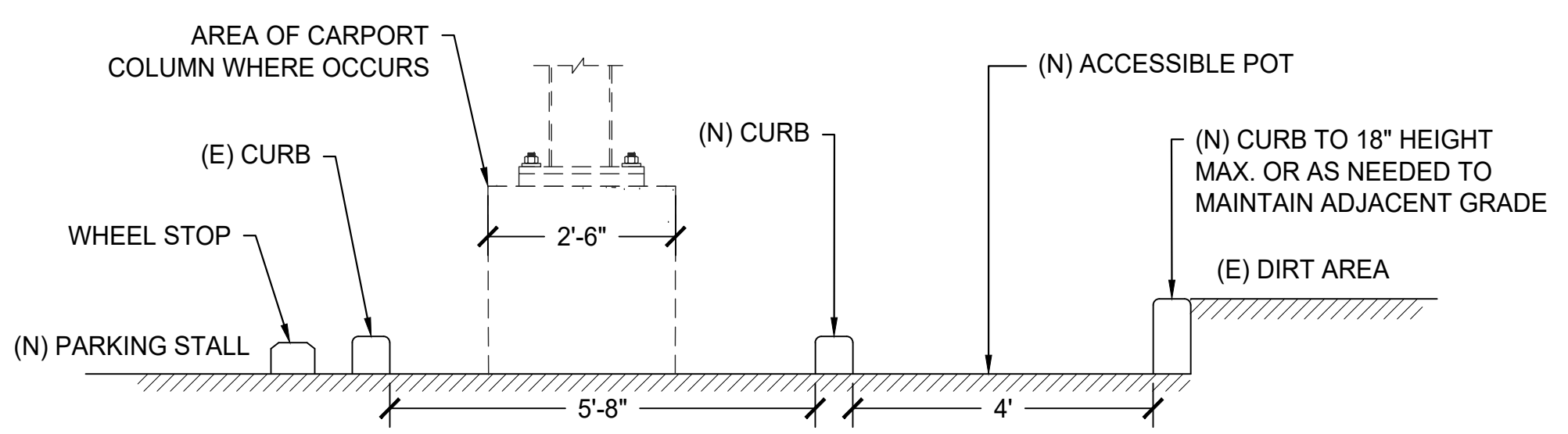
SHEET TITLE

**ACCESSIBILITY PLAN**

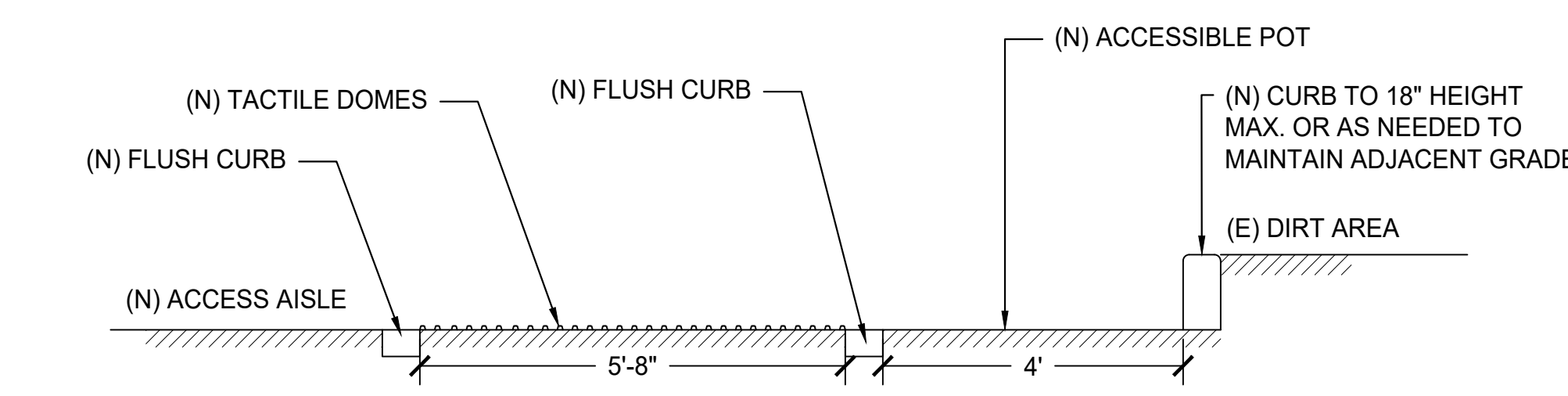
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**G-101A**

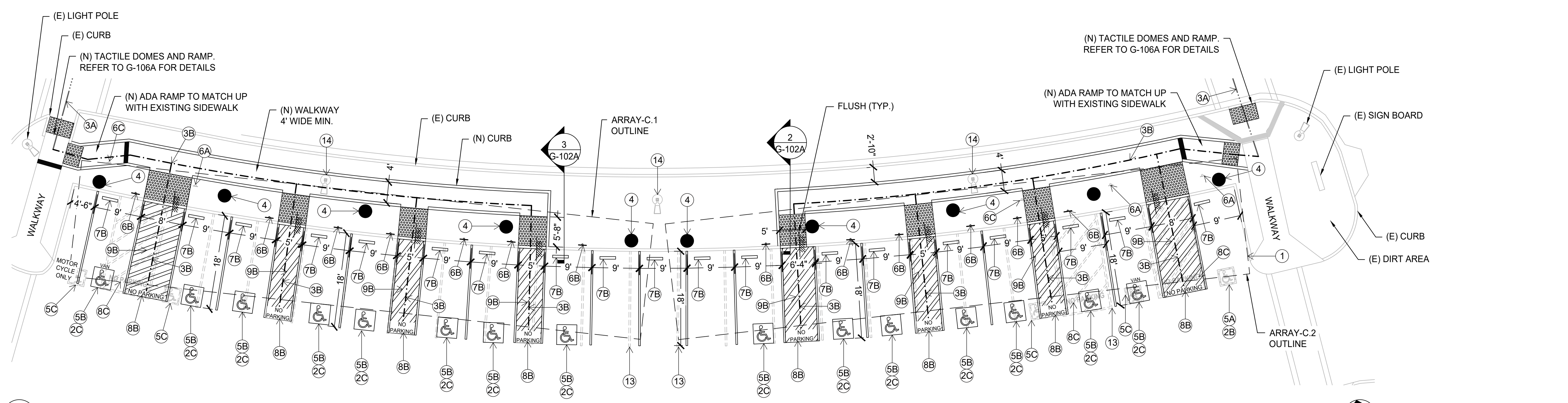
KEYNOTES	KEYNOTES	ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE
<p>1 NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)</p> <p>2A NOT USED</p> <p>2B EXISTING ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY.</p> <p>2C NEW ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY. RE-STRIPE EXISTING PARKING STALL AND INSTALL SIGNAGE. REFER TO SHEET G-106A FOR MORE INFORMATION</p> <p>3A EXISTING ACCESSIBLE PATH OF TRAVEL</p> <p>3B NEW ACCESSIBLE PATH OF TRAVEL</p> <p>4 NEW PHOTOVOLTAIC SOLAR CANOPY SUPPORT COLUMN (TYP.)</p> <p>5A EXISTING PAVEMENT SYMBOL PER DETAIL 8/G-106A (TYP.)</p> <p>5B NEW PAVEMENT SYMBOL PER DETAIL 8/G-106A. (TYP.)</p> <p>5C EXISTING PAVEMENT SYMBOL TO BE REMOVED</p> <p>6A EXISTING POLE MOUNTED ADA SIGN PER DETAIL 4/G-106A &amp; 7/G-106A. FIELD VERIFIED</p> <p>6B NEW POLE MOUNTED ADA SIGN PER DETAIL 4/G-106A &amp; 7/G-106A. ACTUAL LOCATION TO BE FIELD VERIFIED</p> <p>6C EXISTING POLE MOUNTED ADA SIGN TO BE REMOVED</p>	<p>7A NOT USED</p> <p>7B EXISTING RELOCATED WHEEL STOP PER DETAIL 5/G-102A. VERIFY THE PRESENCE, LOCATION AND CONDITION OF EXISTING WHEEL STOPS TO BE RELOCATED/ REUSED. ANY WHEEL STOPS NOT PRESENT OR IN POOR CONDITION WILL NEED TO BE REPLACED WITH NEW.</p> <p>8A NOT USED</p> <p>8B NEW 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-106A</p> <p>8C EXISTING WHITE PAINTED PAVEMENT "NO PARKING" TO BE REMOVED</p> <p>9A NOT USED</p> <p>9B NEW PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-106A</p> <p>10 NOT USED</p> <p>11 NOT USED</p> <p>12 NOT USED</p> <p>13 REMOVE EXISTING STRIPING</p>	<p>PATH OF TRAVEL (POT) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS-SLOPE IS 2% AND MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5%. POT SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL. ARCHITECT OR ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.</p> <p>DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED, AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS, AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT."</p>



3 ACCESSIBLE PATH - SECTION  
1/2" = 1'-0"

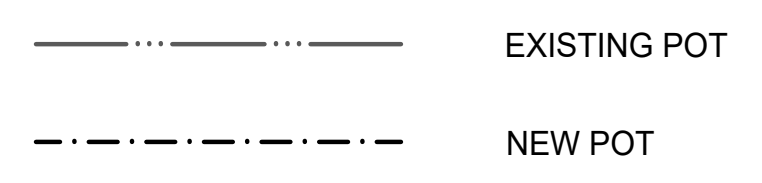


2 ACCESSIBLE PATH - SECTION  
1/2" = 1'-0"



1 ACCESSIBILITY DETAIL - "LOT C"  
1" = 10'

PATH OF TRAVEL LEGEND



GENERAL NOTES

- ALL EXISTING PARKING STALLS UNDER NEW PV ARRAYS TO BE RE-STRIPED AND/OR EXTENDED TO 18' FROM EDGE OF (N) PV CANOPY COLUMNS UNLESS OTHERWISE NOTED.
- ALL EXISTING AND NEW PARKING STRIPING SHALL MEET CURRENT PARKING AND CBC REQUIREMENTS.
- ALL EXISTING PARKING STALLS THAT ARE BEING CONVERTED TO NEW EV CHARGING STATIONS (EVCS) TO BE RE-STRIPED TO MEET MINIMUM STALL DIMENSIONS AS PER CALIFORNIA BUILDING CODE CHAPTER 11B-812 EVCS TECHNICAL REQUIREMENTS.



PROJECT LOCATION  
**NATIVIDAD MEDICAL CENTER**  
 1441 CONSTITUTION BOULEVARD,  
 SALINAS, CA 93906  
 APN: # 003-851-041-000, 003-851-039-000

DESIGNER  
**OPTERRA ENERGY SERVICES**  
 500 12TH STREET, SUITE 300  
 OAKLAND, CA 94607

CONSULTANT  
**SOLVIDA DESIGN + ENGINEERING**  
 1450 Sherman Avenue, Suite 3  
 Berkeley, California 94709

ENGINEERING APPROVAL

AGENCY APPROVAL

ISSUE

MARK	DATE	DESCRIPTION
0	06-06-25	ISSUE FOR PERMIT

DESIGNER PROJECT NO.: 230-3  
 DRAWN BY: GB  
 CHECKED BY: BL  
 SCALE:

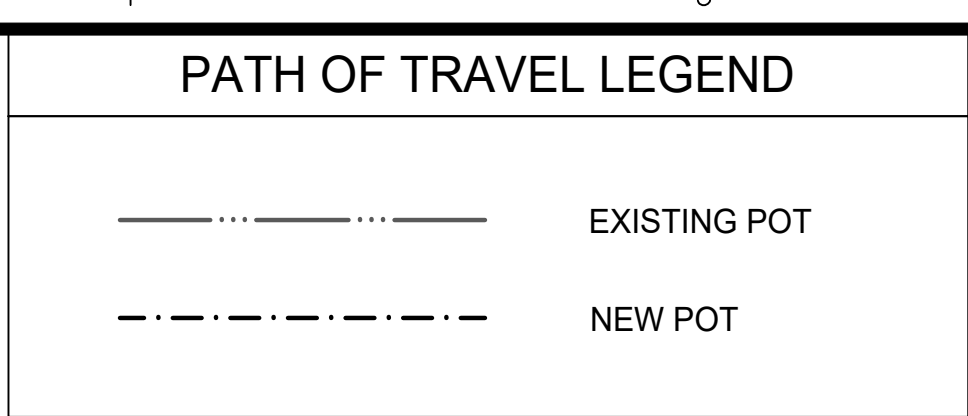
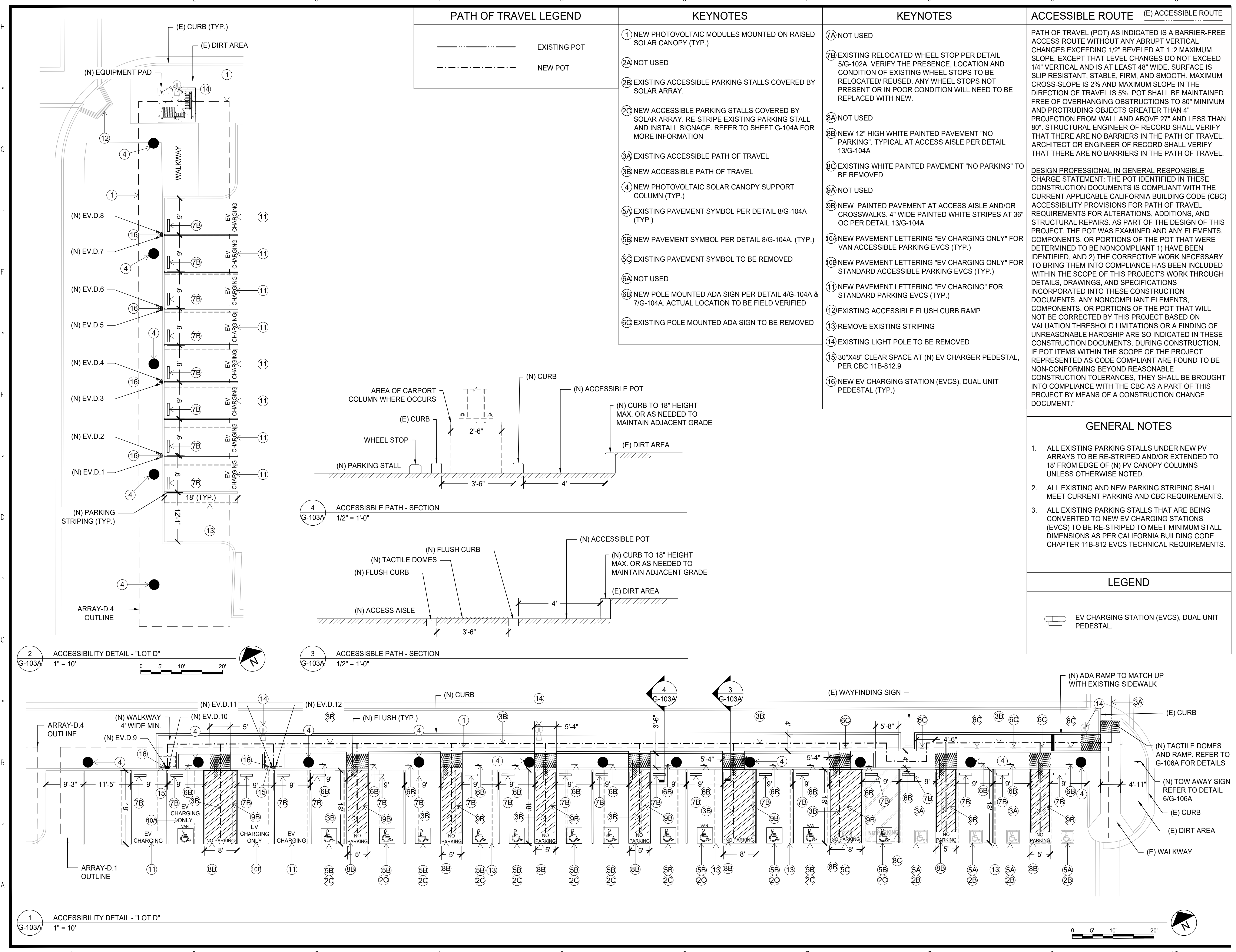
KEY PLAN

SHEET TITLE  
**ACCESSIBILITY PLAN**

SHEET NUMBER  
**G-102A**

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 BY: GAUTAM BAGRI  
 FILE: SDE\_ENC\_NMC\_REV0.dwg  
 SIZE: 8.53 MB  
 PAPER SIZE: ARCH D 24x36"



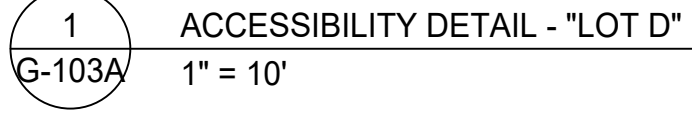
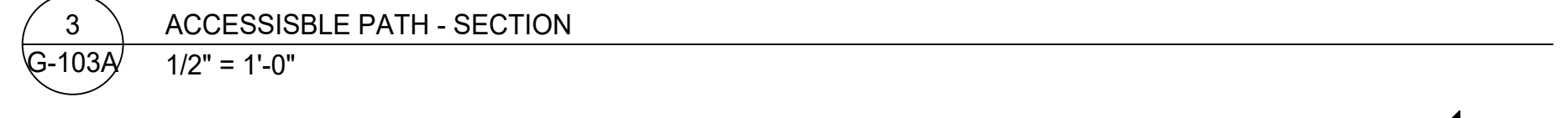
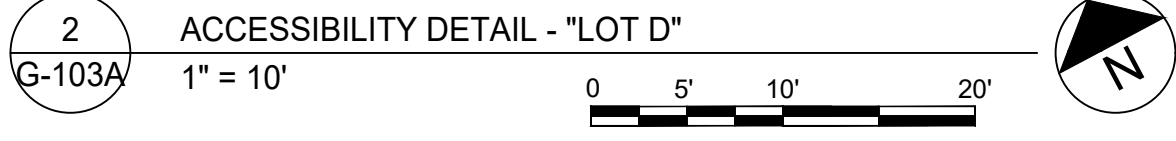
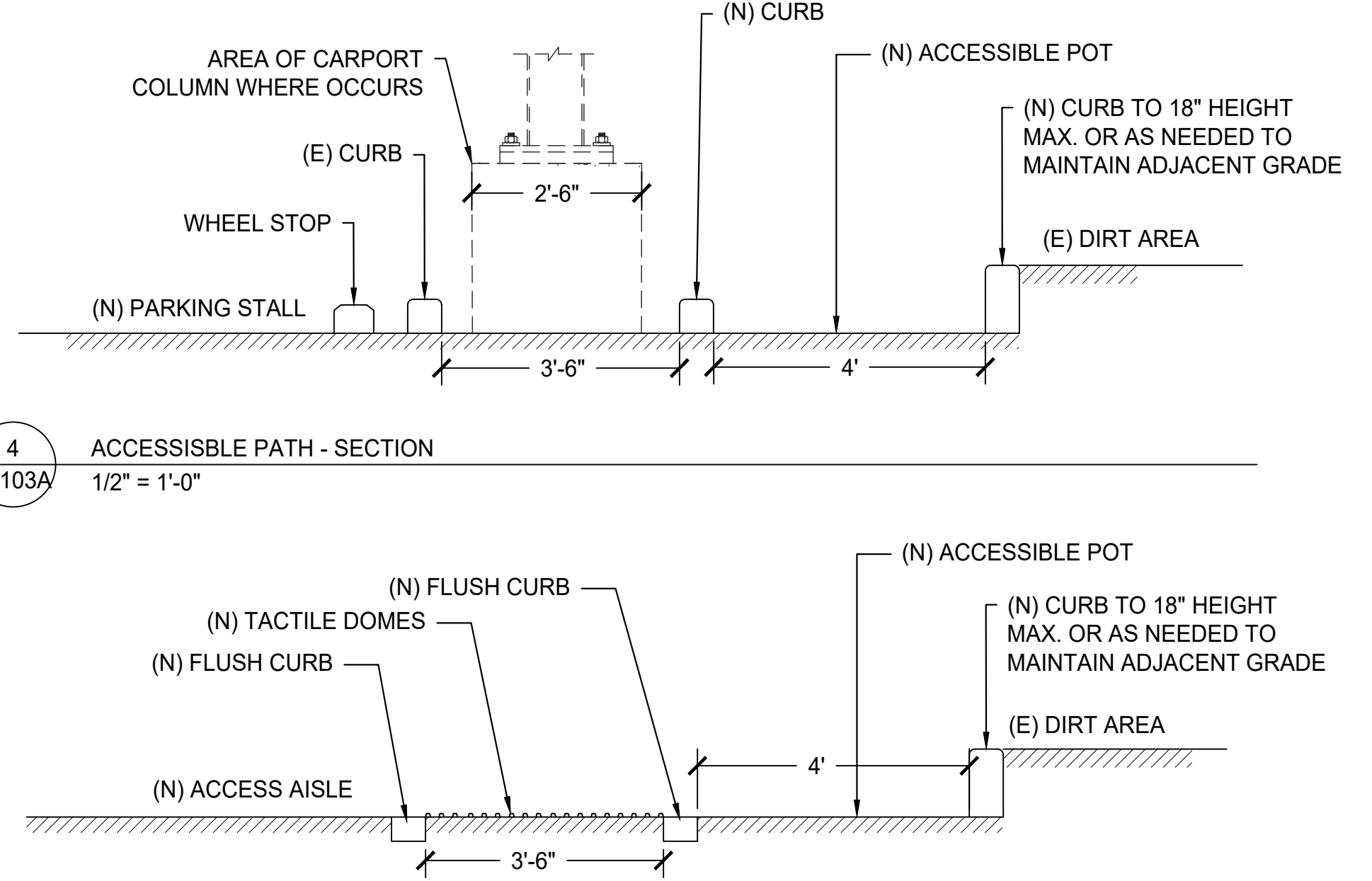
- ### KEYNOTES
- ① NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)
  - ②A NOT USED
  - ②B EXISTING ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY.
  - ②C NEW ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY. RE-STRIPE EXISTING PARKING STALL AND INSTALL SIGNAGE. REFER TO SHEET G-104A FOR MORE INFORMATION
  - ③A EXISTING ACCESSIBLE PATH OF TRAVEL
  - ③B NEW ACCESSIBLE PATH OF TRAVEL
  - ④ NEW PHOTOVOLTAIC SOLAR CANOPY SUPPORT COLUMN (TYP.)
  - ⑤A EXISTING PAVEMENT SYMBOL PER DETAIL 8/G-104A (TYP.)
  - ⑤B NEW PAVEMENT SYMBOL PER DETAIL 8/G-104A. (TYP.)
  - ⑥C EXISTING PAVEMENT SYMBOL TO BE REMOVED
  - ⑥A NOT USED
  - ⑥B NEW POLE MOUNTED ADA SIGN PER DETAIL 4/G-104A & 7/G-104A. ACTUAL LOCATION TO BE FIELD VERIFIED
  - ⑥C EXISTING POLE MOUNTED ADA SIGN TO BE REMOVED

- ### KEYNOTES
- ⑦A NOT USED
  - ⑦B EXISTING RELOCATED WHEEL STOP PER DETAIL 5/G-102A. VERIFY THE PRESENCE, LOCATION AND CONDITION OF EXISTING WHEEL STOPS TO BE RELOCATED/ REUSED. ANY WHEEL STOPS NOT PRESENT OR IN POOR CONDITION WILL NEED TO BE REPLACED WITH NEW.
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  - ⑧C EXISTING WHITE PAINTED PAVEMENT "NO PARKING" TO BE REMOVED
  - ⑨A NOT USED
  - ⑨B NEW PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-104A
  - ⑩A NEW PAVEMENT LETTERING "EV CHARGING ONLY" FOR VAN ACCESSIBLE PARKING EVCS (TYP.)
  - ⑩B NEW PAVEMENT LETTERING "EV CHARGING ONLY" FOR STANDARD ACCESSIBLE PARKING EVCS (TYP.)
  - ⑪ NEW PAVEMENT LETTERING "EV CHARGING" FOR STANDARD PARKING EVCS (TYP.)
  - ⑫ EXISTING ACCESSIBLE FLUSH CURB RAMP
  - ⑬ REMOVE EXISTING STRIPING
  - ⑭ EXISTING LIGHT POLE TO BE REMOVED
  - ⑮ 30"x48" CLEAR SPACE AT (N) EV CHARGER PEDESTAL. PER CBC 11B-812.9
  - ⑯ NEW EV CHARGING STATION (EVCS), DUAL UNIT PEDESTAL (TYP.)

### ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE

PATH OF TRAVEL (POT) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS-SLOPE IS 2% AND MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5%. POT SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL. ARCHITECT OR ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED, AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS, AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMPLYING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT."



- ### GENERAL NOTES
- ALL EXISTING PARKING STALLS UNDER NEW PV ARRAYS TO BE RE-STRIPED AND/OR EXTENDED TO 18' FROM EDGE OF (N) PV CANOPY COLUMNS UNLESS OTHERWISE NOTED.
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- ### LEGEND
- EV CHARGING STATION (EVCS), DUAL UNIT PEDESTAL.

CLIENT

PROJECT LOCATION

**NATIVIDAD MEDICAL CENTER**

1441 CONSTITUTION BOULEVARD,  
SALINAS, CA 93906

APN: # 003-851-041-000, 003-851-039-000

DESIGNER

OPTERRA ENERGY SERVICES  
500 12TH STREET, SUITE 300  
OAKLAND, CA 94607

CONSULTANT

SOLVIDA  
DESIGN + ENGINEERING  
1400 Sherman Avenue, Suite 3  
Berkeley, California 94709

ENGINEERING APPROVAL

AGENCY APPROVAL

ISSUE		
MARK	DATE	DESCRIPTION
0	06-06-25	ISSUE FOR PERMIT

DESIGNER PROJECT NO.: 230-3  
 DRAWN BY: GB  
 CHECKED BY: BL  
 SCALE:

KEY PLAN

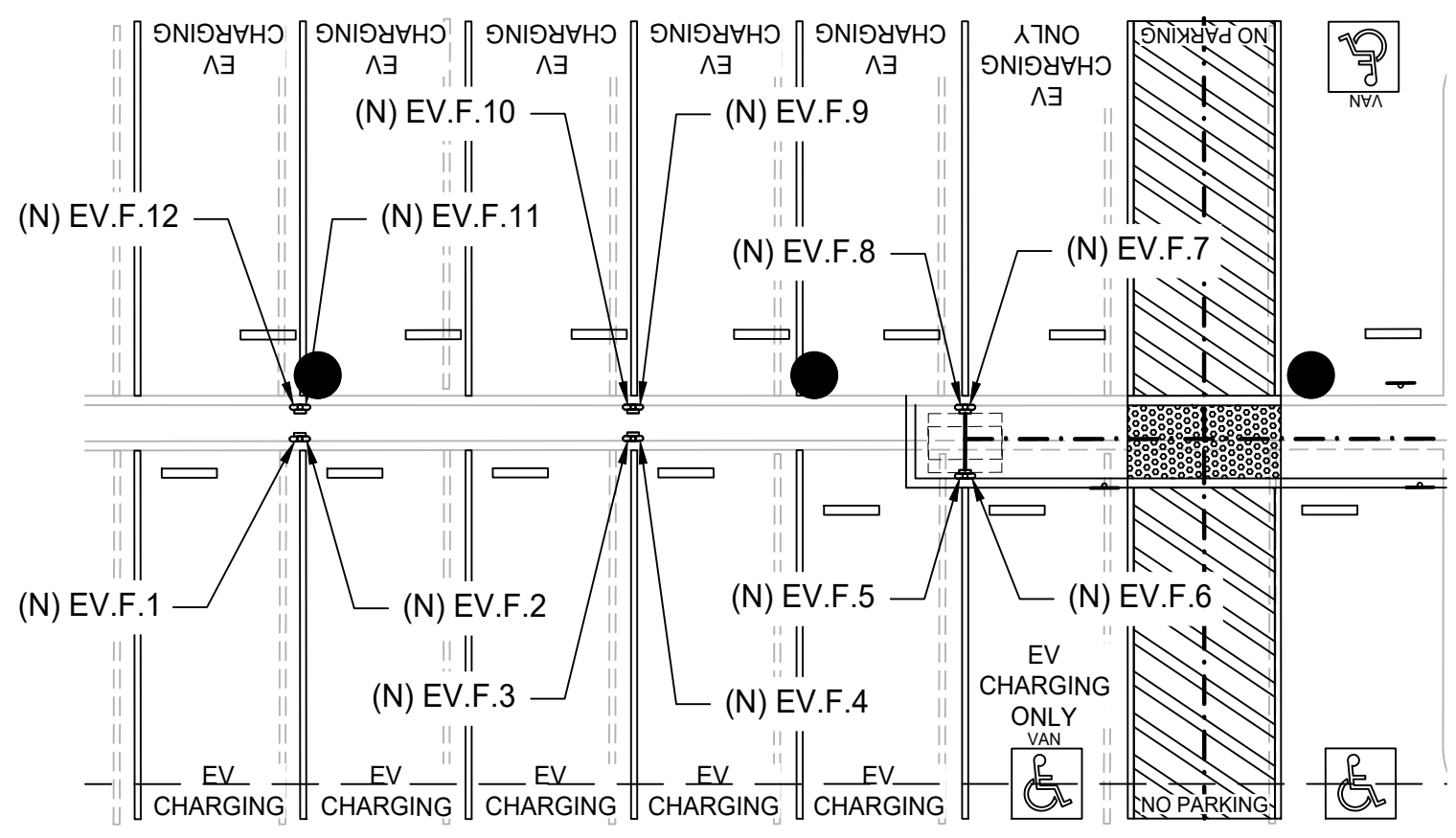
SHEET TITLE

# ACCESSIBILITY PLAN

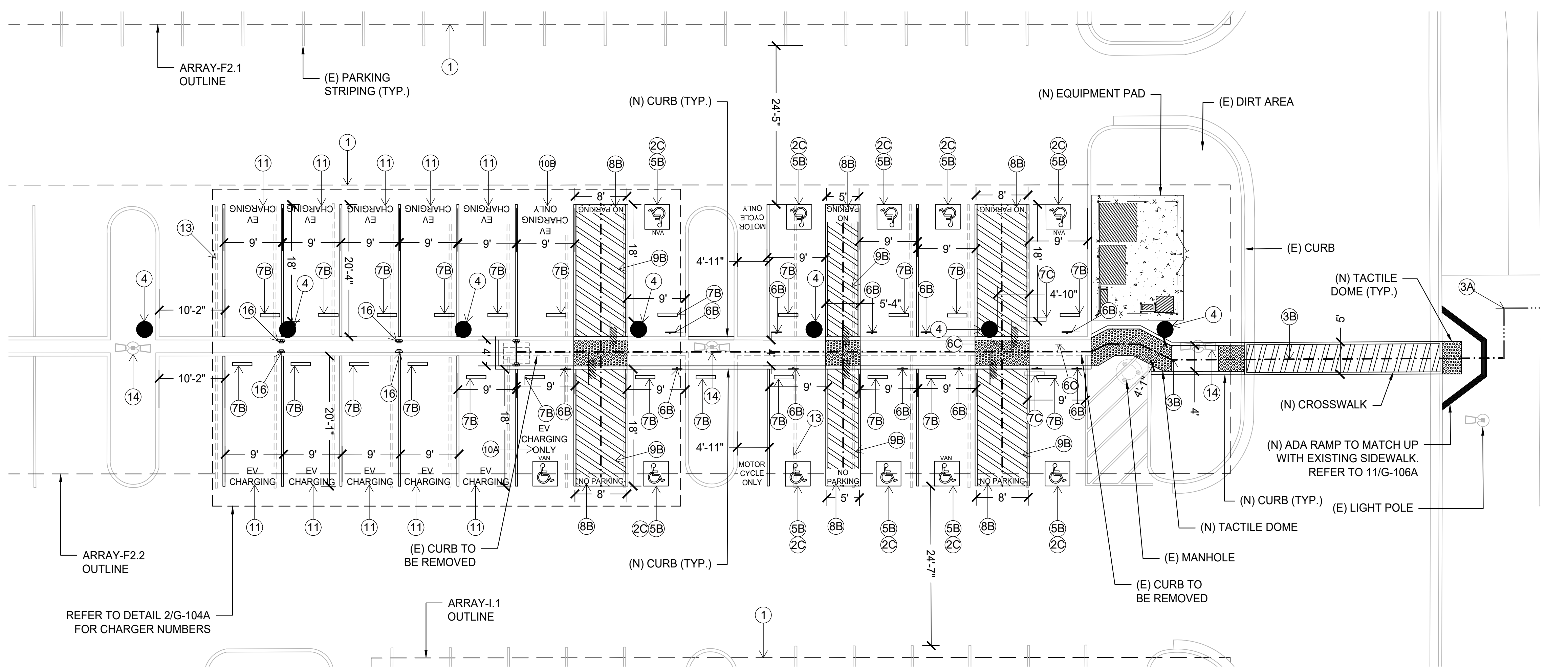
SHEET NUMBER

# G-103A

PLOT DATE: 07/16/2025 03:46 PM BY: GAUTAM BAGRI FILE: SDE\_ENC\_NMC\_REV0.dwg SIZE: 8.53 MB PAPER SIZE: ARCH D 24x36"



**2** EV CHARGER NUMBERS  
 G-104A 1" = 10'



**1** ACCESSIBILITY DETAIL - "LOT F & I"  
 G-104A 1" = 10'

- ### KEYNOTES
- 1 NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)
  - 2A NOT USED
  - 2B NOT USED
  - 2C NEW ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY. RE-STRIPE EXISTING PARKING STALL AND INSTALL SIGNAGE. REFER TO SHEET G-104A FOR MORE INFORMATION
  - 3A EXISTING ACCESSIBLE PATH OF TRAVEL
  - 3B NEW ACCESSIBLE PATH OF TRAVEL
  - 4 NEW PHOTOVOLTAIC SOLAR CANOPY SUPPORT COLUMN (TYP.)
  - 5A NOT USED
  - 5B NEW PAVEMENT SYMBOL PER DETAIL 8/G-104A. (TYP.)
  - 6A NOT USED
  - 6B NEW POLE MOUNTED ADA SIGN PER DETAIL 4/G-104A & 7/G-104A. ACTUAL LOCATION TO BE FIELD VERIFIED
  - 6C EXISTING POLE MOUNTED ADA SIGN TO BE REMOVED. ACTUAL LOCATION TO BE FIELD VERIFIED
  - 7A NOT USED
  - 7B EXISTING RELOCATED WHEEL STOP PER DETAIL 5/G-102A. VERIFY THE PRESENCE, LOCATION AND CONDITION OF EXISTING WHEEL STOPS TO BE RELOCATED/ REUSED. ANY WHEEL STOPS NOT PRESENT OR IN POOR CONDITION WILL NEED TO BE REPLACED WITH NEW.
  - 7C EXISTING WHEEL STOP TO BE RELOCATED. ACTUAL LOCATION TO BE FIELD VERIFIED

- ### KEYNOTES
- 8A NOT USED
  - 8B NEW 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-104A
  - 9A NOT USED
  - 9B NEW PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-104A
  - 10A NEW PAVEMENT LETTERING "EV CHARGING ONLY" FOR VAN ACCESSIBLE PARKING EVCS (TYP.)
  - 10B NEW PAVEMENT LETTERING "EV CHARGING ONLY" FOR STANDARD ACCESSIBLE PARKING EVCS (TYP.)
  - 11 NEW PAVEMENT LETTERING "EV CHARGING" FOR STANDARD PARKING EVCS (TYP.)
  - 12 NOT USED
  - 13 REMOVE EXISTING STRIPING
  - 14 EXISTING LIGHT POLE TO BE REMOVED
  - 15 30"x48" CLEAR SPACE AT (N) EV CHARGER PEDESTAL. PER CBC 11B-812.9
  - 16 NEW EV CHARGING STATION (EVCS), DUAL UNIT PEDESTAL (TYP.)

### ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE

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- ### GENERAL NOTES
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  2. ALL EXISTING AND NEW PARKING STRIPING SHALL MEET CURRENT PARKING AND CBC REQUIREMENTS.
  3. ALL EXISTING PARKING STALLS THAT ARE BEING CONVERTED TO NEW EV CHARGING STATIONS (EVCS) TO BE RE-STRIPED TO MEET MINIMUM STALL DIMENSIONS AS PER CALIFORNIA BUILDING CODE CHAPTER 11B-812 EVCS TECHNICAL REQUIREMENTS.

### LEGEND

EV CHARGING STATION (EVCS), DUAL UNIT PEDESTAL.

### PATH OF TRAVEL LEGEND

EXISTING POT  
 NEW POT



CLIENT  
**NATIVIDAD MEDICAL CENTER**  
 1441 CONSTITUTION BOULEVARD,  
 SALINAS, CA 93906  
 APN: # 003-851-041-000, 003-851-039-000

DESIGNER  
**OPTERRA ENERGY SERVICES**  
 500 12TH STREET, SUITE 300  
 OAKLAND, CA 94607  
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 1400 Sherman Avenue, Suite 3  
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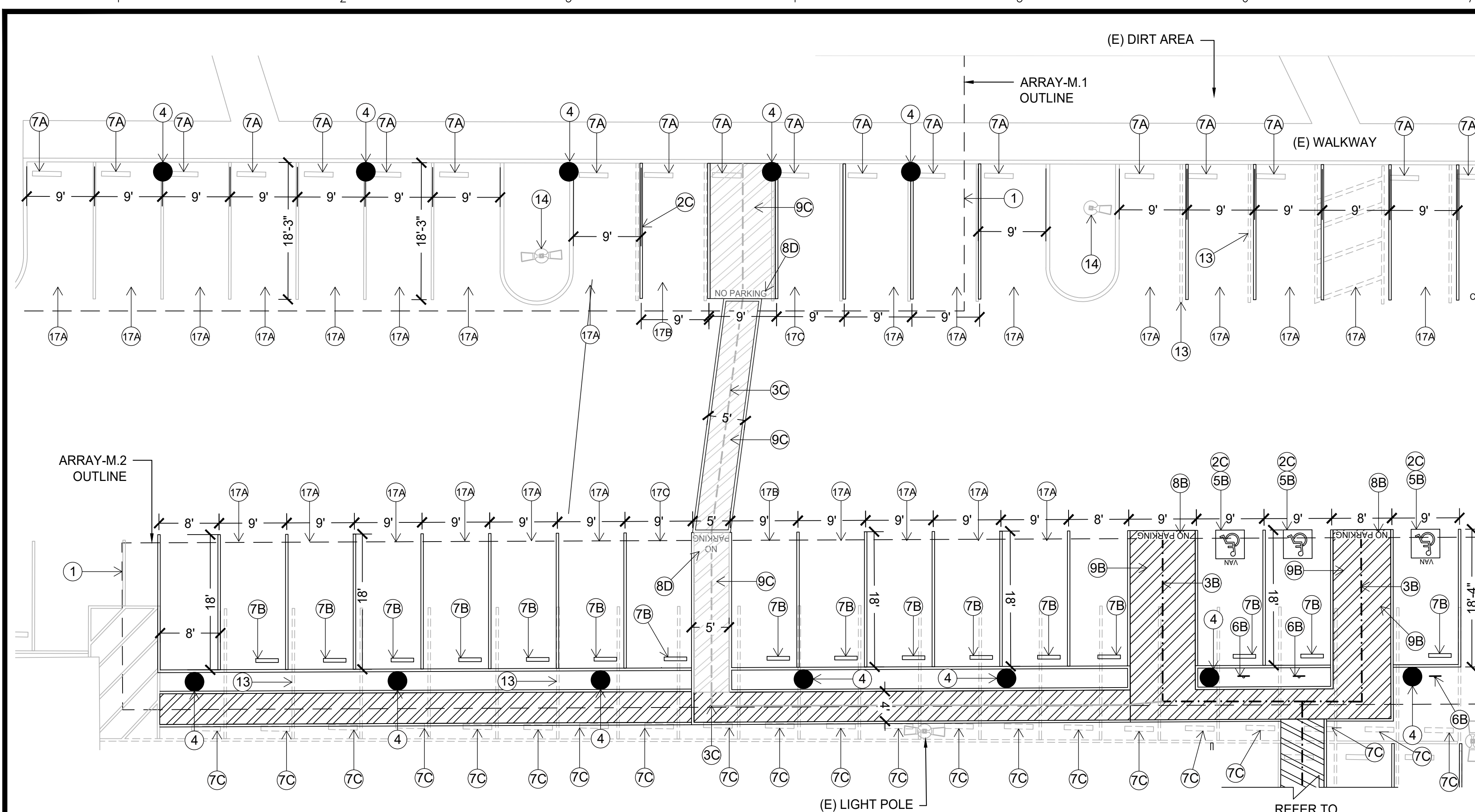
ENGINEERING APPROVAL  
 AGENCY APPROVAL

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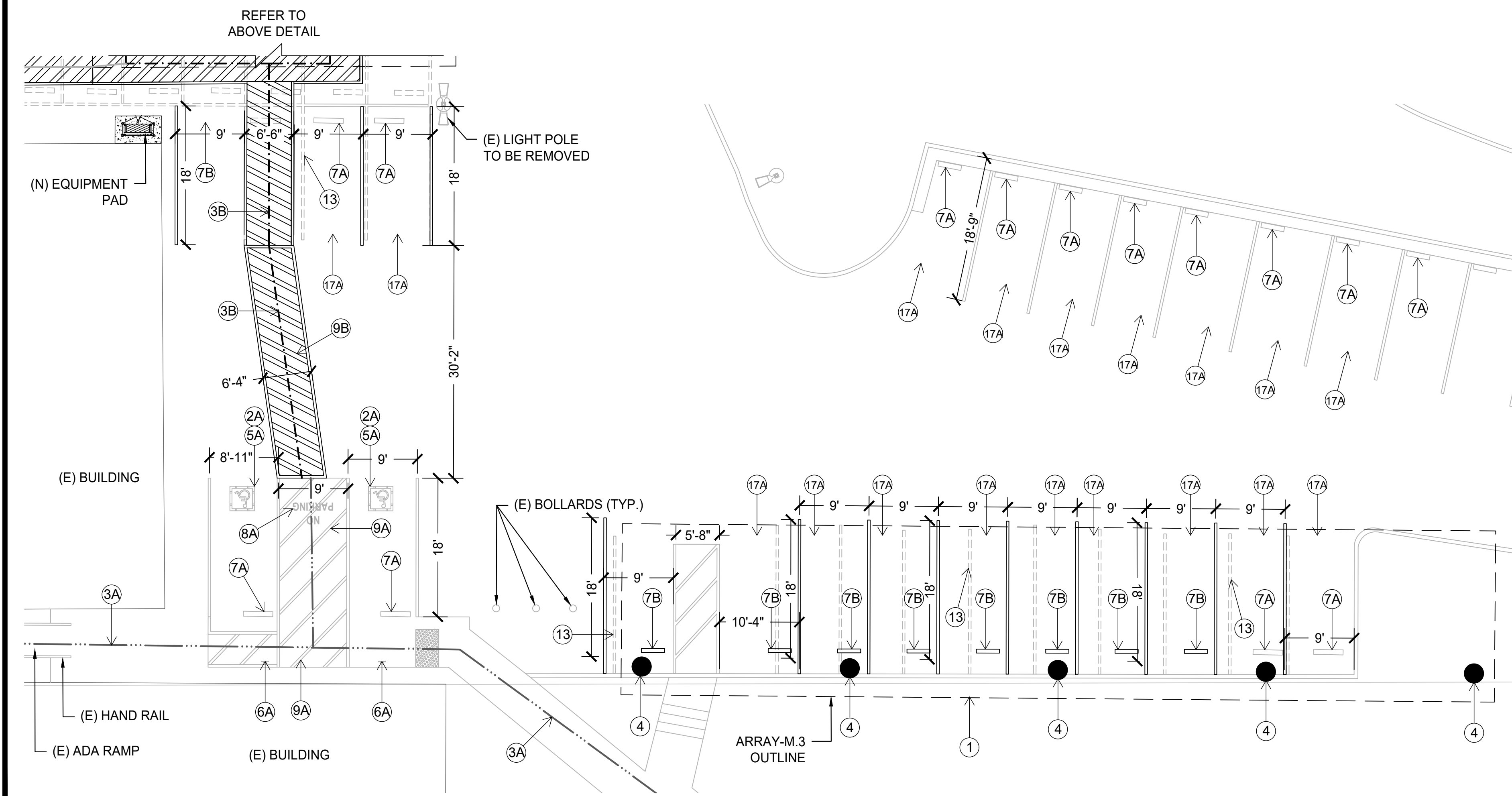
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MARK	DESCRIPTION
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DESIGNER PROJECT NO.: 230-3  
 DRAWN BY: GB  
 CHECKED BY: BL  
 SCALE:

KEY PLAN  
 SHEET TITLE  
**ACCESSIBILITY PLAN**  
 SHEET NUMBER  
**G-104A**



**1** ACCESSIBILITY DETAIL - "LOT M NORTH"  
G-105A  
1" = 10'



**2** ACCESSIBILITY DETAIL - "LOT M SOUTH"  
G-105A  
1" = 10'

- KEYNOTES**
- ① NEW PHOTOVOLTAIC MODULES MOUNTED ON RAISED SOLAR CANOPY (TYP.)
  - ②A EXISTING ACCESSIBLE PARKING STALLS NOT COVERED BY SOLAR ARRAY. REFER TO SHEET G-104A FOR MORE INFORMATION
  - ②B NOT USED
  - ②C NEW ACCESSIBLE PARKING STALLS COVERED BY SOLAR ARRAY. RE-STRIPE EXISTING PARKING STALL AND INSTALL SIGNAGE. REFER TO SHEET G-104A FOR MORE INFORMATION
  - ③A EXISTING ACCESSIBLE PATH OF TRAVEL
  - ③B NEW ACCESSIBLE PATH OF TRAVEL
  - ③C FUTURE PATH OF TRAVEL. REFER TO KEYNOTE 9C
  - ④ NEW PHOTOVOLTAIC SOLAR CANOPY SUPPORT COLUMN (TYP.)
  - ⑤A EXISTING PAVEMENT SYMBOL PER DETAIL 8/G-102A (TYP.)
  - ⑤B NEW PAVEMENT SYMBOL PER DETAIL 8/G-104A. (TYP.)
  - ⑥A EXISTING POLE MOUNTED ADA SIGN PER DETAIL 4/G-102A & 7/G-102A. SIGN COMPLIANCE & ACTUAL LOCATION TO BE FIELD VERIFIED
  - ⑥B NEW POLE MOUNTED ADA SIGN PER DETAIL 4/G-104A & 7/G-104A. ACTUAL LOCATION TO BE FIELD VERIFIED
  - ⑦A EXISTING WHEEL STOP PER DETAIL 5/G-102A ACTUAL LOCATION TO BE FIELD VERIFIED
  - ⑦B EXISTING RELOCATED WHEEL STOP PER DETAIL 5/G-102A. VERIFY THE PRESENCE, LOCATION AND CONDITION OF EXISTING WHEEL STOPS TO BE RELOCATED/ REUSED. ANY WHEEL STOPS NOT PRESENT OR IN POOR CONDITION WILL NEED TO BE REPLACED WITH NEW.
  - ⑦C EXISTING WHEEL STOP TO BE RELOCATED. ACTUAL LOCATION TO BE FIELD VERIFIED
  - ⑧A EXISTING 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-104A
  - ⑧B NEW 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-104A
  - ⑧C NOT USED
  - ⑧D FOR FUTURE 12" HIGH WHITE PAINTED PAVEMENT "NO PARKING". TYPICAL AT ACCESS AISLE PER DETAIL 13/G-104A
  - ⑨A EXISTING PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-104A
  - ⑨B NEW PAINTED PAVEMENT AT ACCESS AISLE AND/OR CROSSWALKS. 4" WIDE PAINTED WHITE STRIPES AT 36" OC PER DETAIL 13/G-104A
  - ⑨C FUTURE PATH OF TRAVEL TO BE LEFT AS UNPAINTED ASPHALT FOR THIS SCOPE OF WORK. PAINTING WILL BE DONE BY OTHERS WHEN FUTURE EV CHARGERS ARE INSTALLED BY OTHERS. SHOWN JUST FOR CLARITY/ PLANNING PURPOSES.
  - ⑩ NOT USED
  - ⑪ NOT USED
  - ⑫ NOT USED
  - ⑬ REMOVE EXISTING STRIPING
  - ⑭ EXISTING LIGHT POLE TO BE REMOVED
  - ⑮ NOT USED
  - ⑯ NOT USED
  - ⑰A FUTURE EV READY STANDARD PARKING SPACE
  - ⑰B FUTURE EV READY VAN ACCESSIBLE PARKING SPACE
  - ⑰C FUTURE EV READY ACCESSIBLE PARKING SPACE

**ACCESSIBLE ROUTE (E) ACCESSIBLE ROUTE**

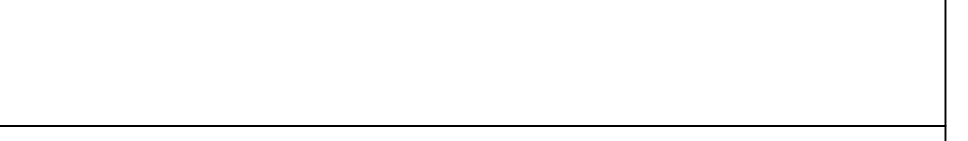
PATH OF TRAVEL (POT) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS-SLOPE IS 2% AND MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5%. POT SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL. ARCHITECT OR ENGINEER OF RECORD SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED, AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS, AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS, OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT."

**GENERAL NOTES**

1. ALL EXISTING PARKING STALLS UNDER NEW PV ARRAYS TO BE RE-STRIPED AND/OR EXTENDED TO 18' FROM EDGE OF (N) PV CANOPY COLUMNS UNLESS OTHERWISE NOTED.
2. ALL EXISTING AND NEW PARKING STRIPING SHALL MEET CURRENT PARKING AND CBC REQUIREMENTS.
3. THIS PAGE SHOWS PROPOSED PARKING CONDITIONS WITH RESPECT TO FUTURE EV STALLS AND ADA. REFER TO SHEET E-106 FOR LAYOUT OF EV READY EQUIPMENT, INCLUDING PULL BOXES, EMPTY CONDUITS AND EV PANELBOARD.

**PATH OF TRAVEL LEGEND**



**EV READY STALLS**

PARKING LOT - "M" EV READY	UNSHADED PARKING	SHADED PARKING	TOTAL	SHADED PARKING %
STANDARD EV READY STALLS	15	29	44	66%
ACCESSIBLE REGULAR EV READY STALLS	0	2	2	100%
ACCESSIBLE VAN EV READY STALLS	0	2	2	100%
<b>TOTAL EV READY STALLS</b>	<b>15</b>	<b>33</b>	<b>48</b>	<b>69%</b>

CLIENT

PROJECT LOCATION  
**NATIVIDAD MEDICAL CENTER**  
1441 CONSTITUTION BOULEVARD,  
SALINAS, CA 93906

APN: # 003-851-041-000, 003-851-039-000

DESIGNER  
**OPTERRA ENERGY SERVICES**  
500 12TH STREET, SUITE 300  
OAKLAND, CA 94607

CONSULTANT  
**SOLVIDA DESIGN + ENGINEERING**  
1400 Sherman Avenue, Suite 3  
Berkeley, California 94709

ENGINEERING APPROVAL

AGENCY APPROVAL

MARK	DATE	DESCRIPTION
0	06-06-25	ISSUE FOR PERMIT

DESIGNER PROJECT NO.: 230-3  
DRAWN BY: GB  
CHECKED BY: BL  
SCALE:

KEY PLAN

SHEET TITLE  
**ACCESSIBILITY PLAN**

SHEET NUMBER  
**G-105A**

PLOT DATE: 07/16/2025 03:55 PM  
 BY: GAUTAM BAGRI  
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CLIENT  
PROJECT LOCATION  
**NATIVIDAD MEDICAL CENTER**  
1441 CONSTITUTION BOULEVARD,  
SALINAS, CA 93906

APN: # 003-851-041-000, 003-851-039-000



OPTERRA ENERGY SERVICES  
500 12TH STREET, SUITE 300  
OAKLAND, CA 94607

CONSULTANT



ENGINEERING APPROVAL

AGENCY APPROVAL

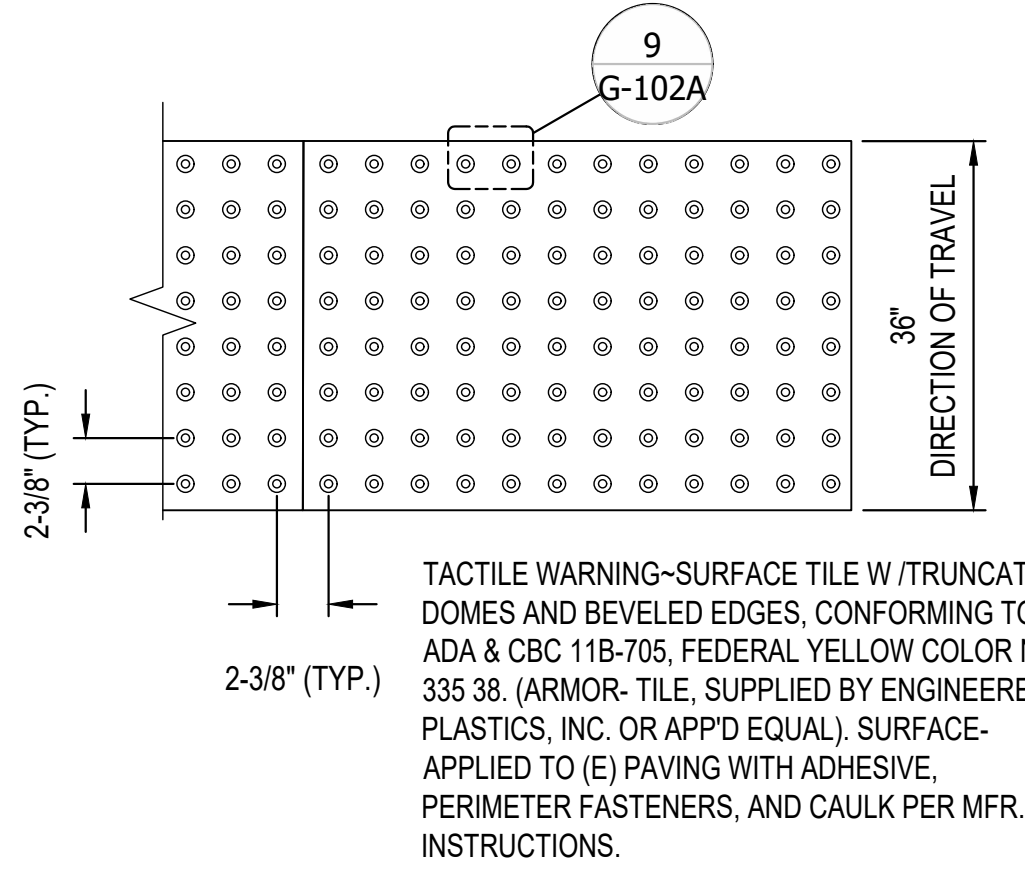
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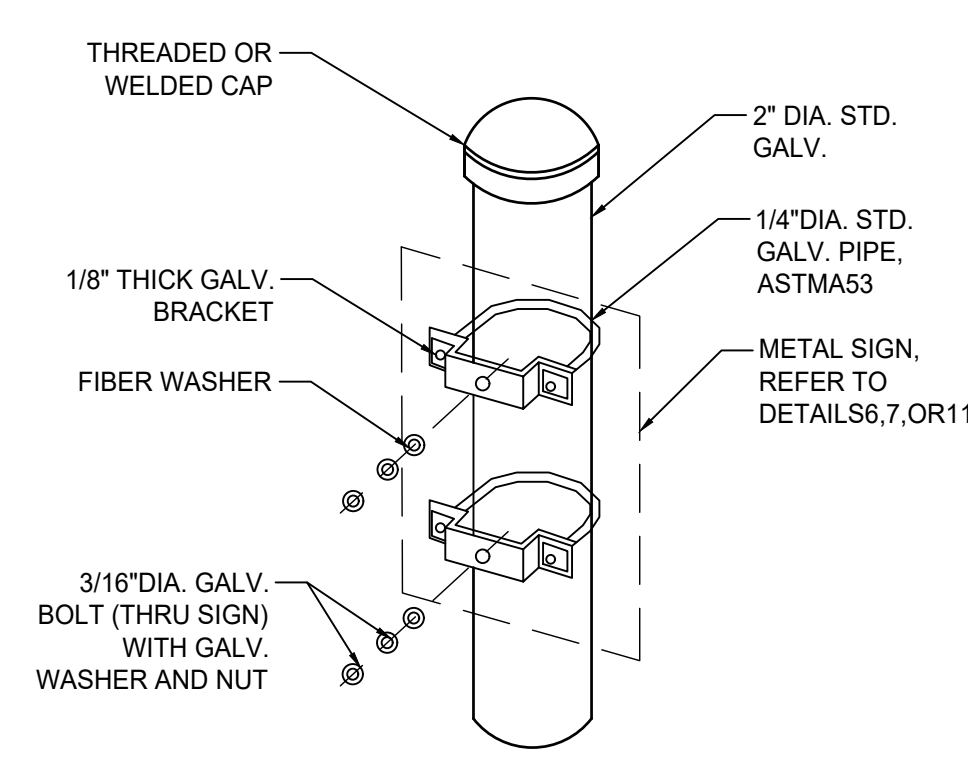
KEY PLAN

SHEET TITLE  
**ACCESSIBILITY DETAILS**

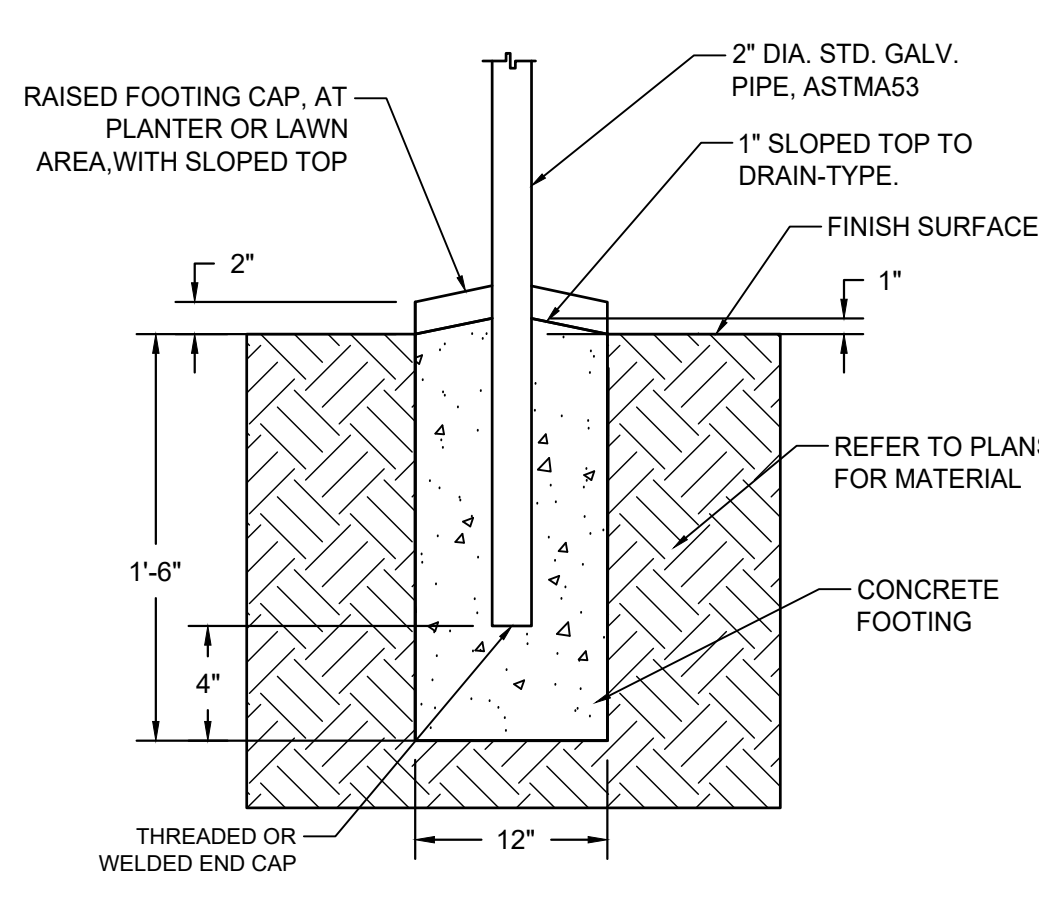
SHEET NUMBER  
**G-106A**



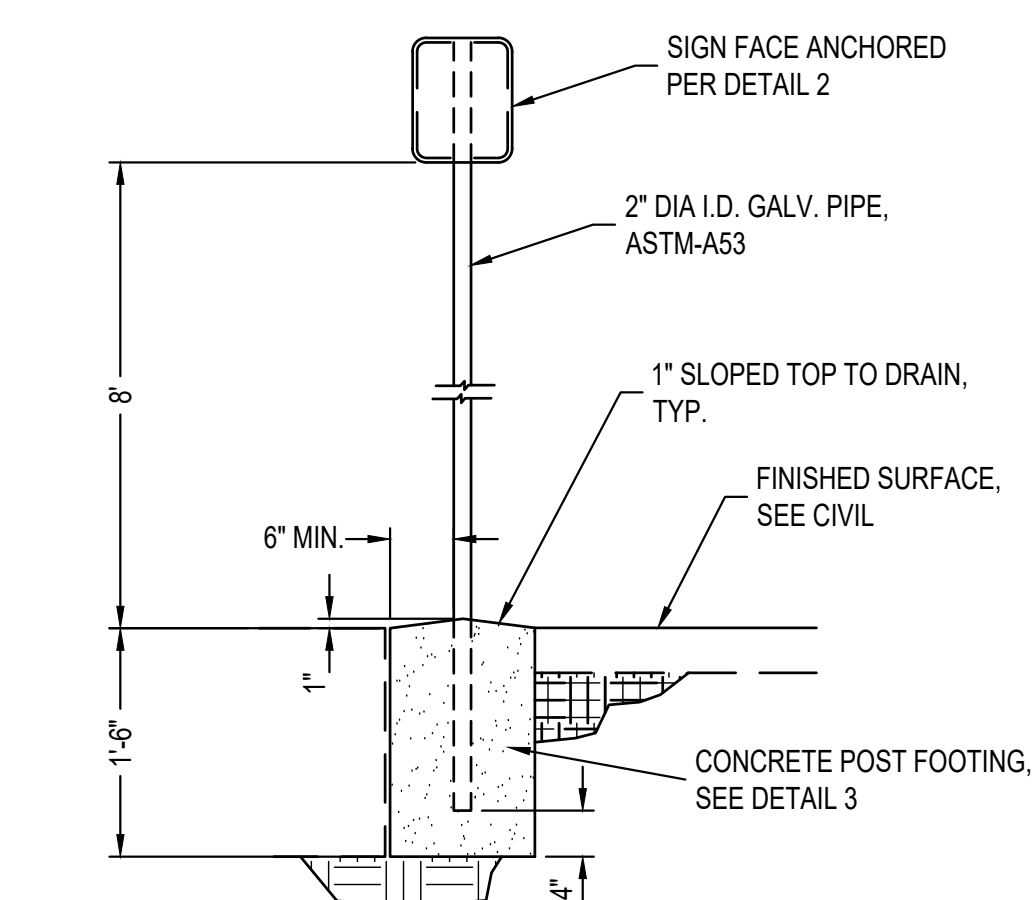
**1** DETECTABLE WARNING  
G-106A NTS



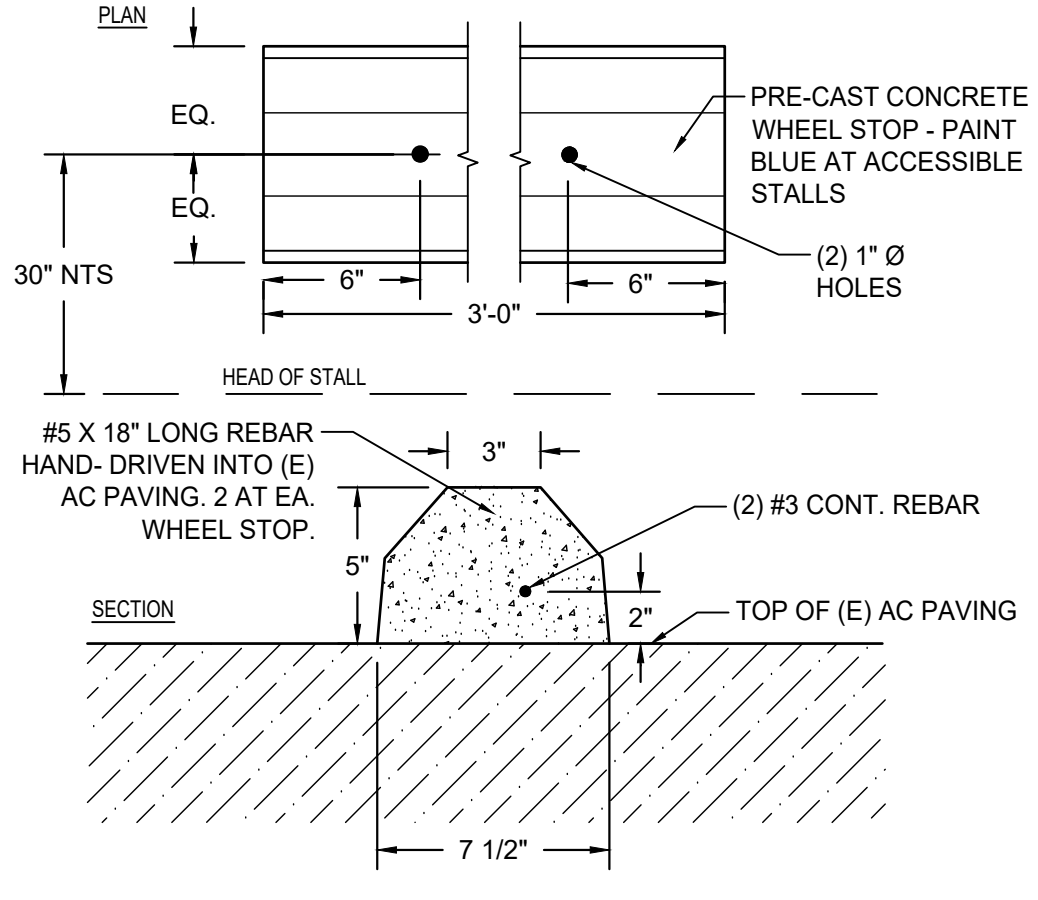
**2** SIGN FACE ANCHORING  
G-106A NTS



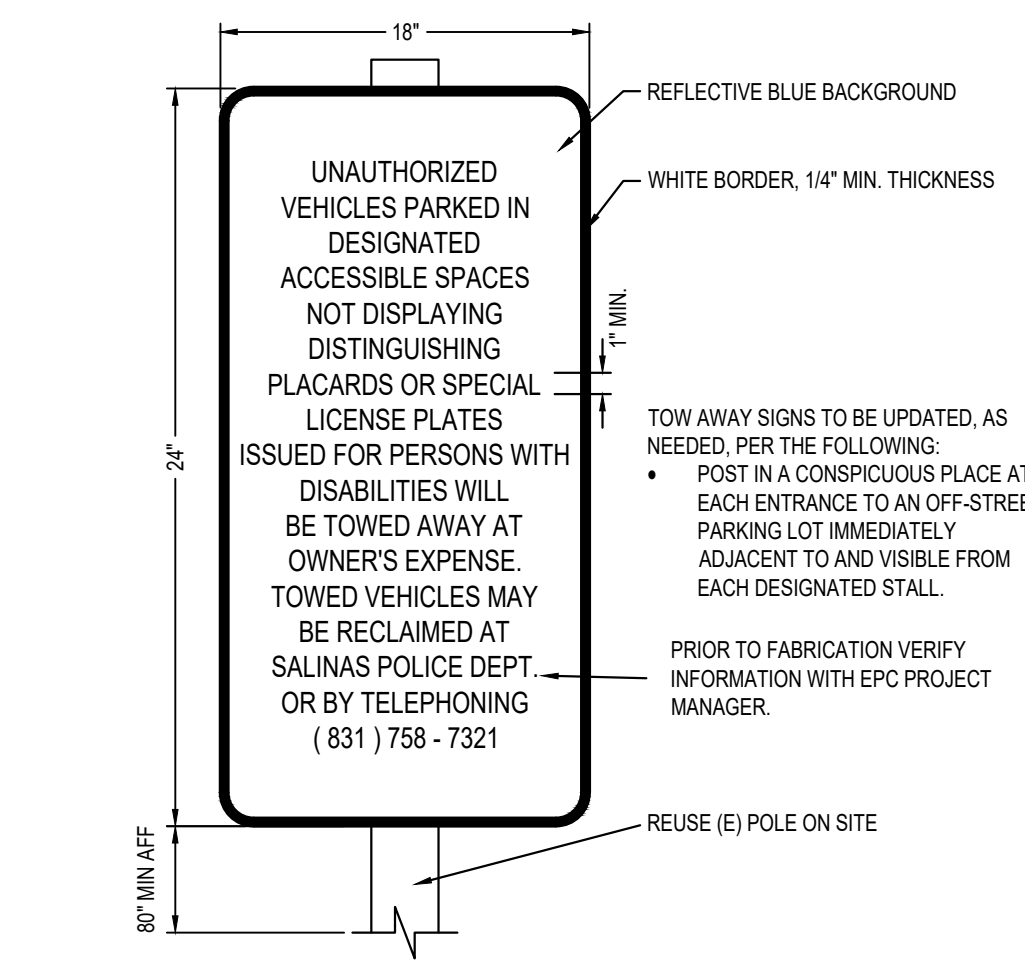
**3** SIGN POLE BASE  
G-106A NTS



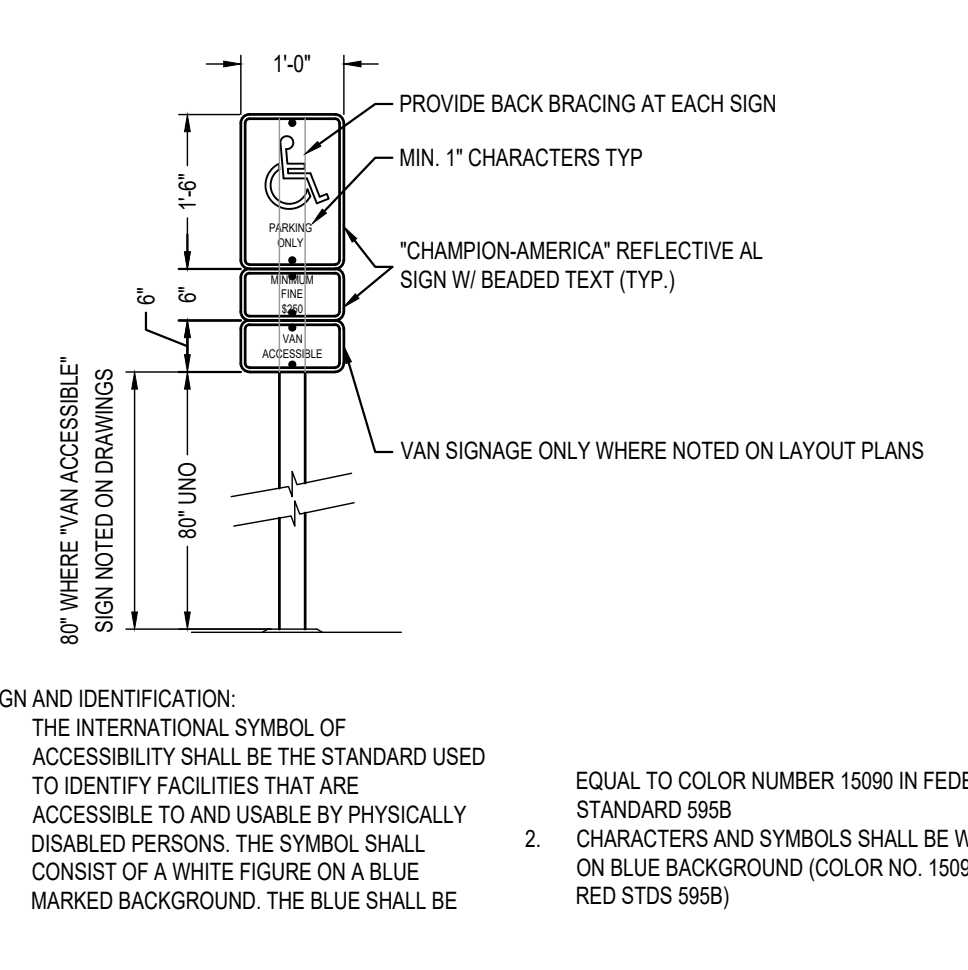
**4** TYPICAL SIGN POLE MOUNT  
G-106A NTS



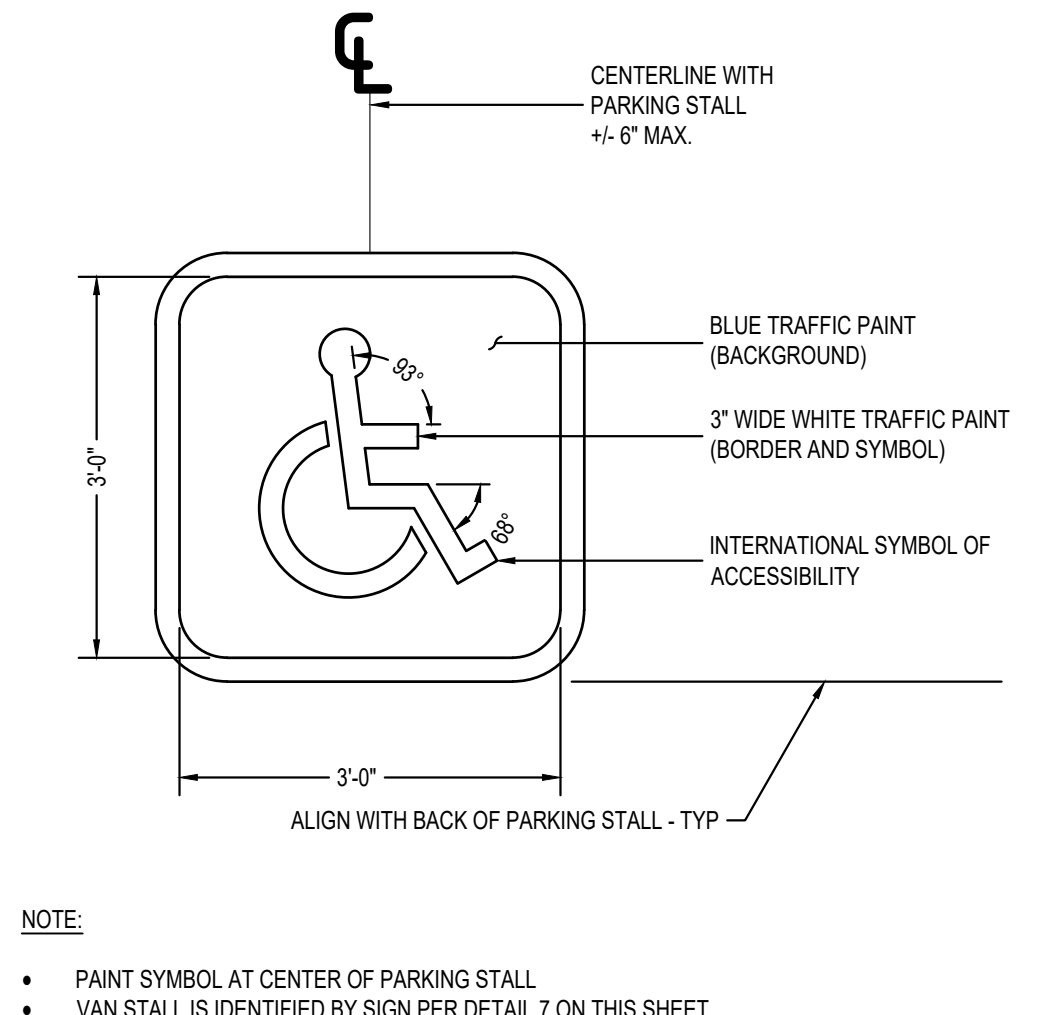
**5** PRECAST CONCRETE WHEEL STOP  
G-106A NTS



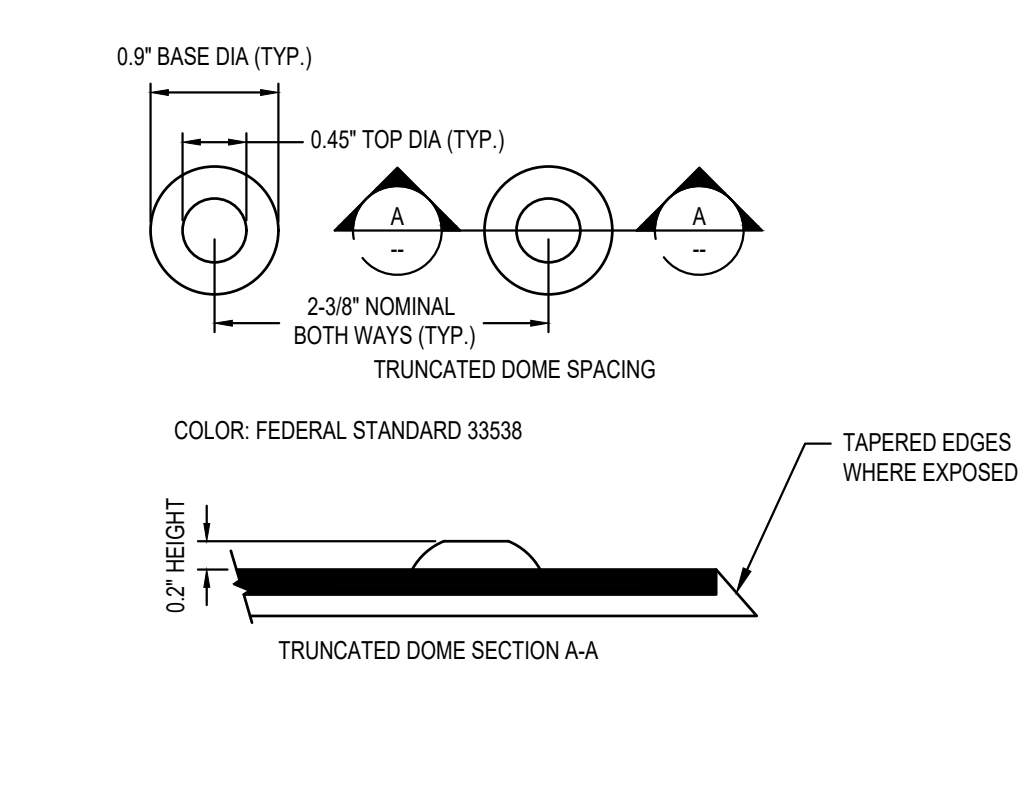
**6** ACCESSIBLE SIGNAGE TOWAWAY  
G-106A LOCATE AT OFF-STREET PARKING LOT ENTRANCES



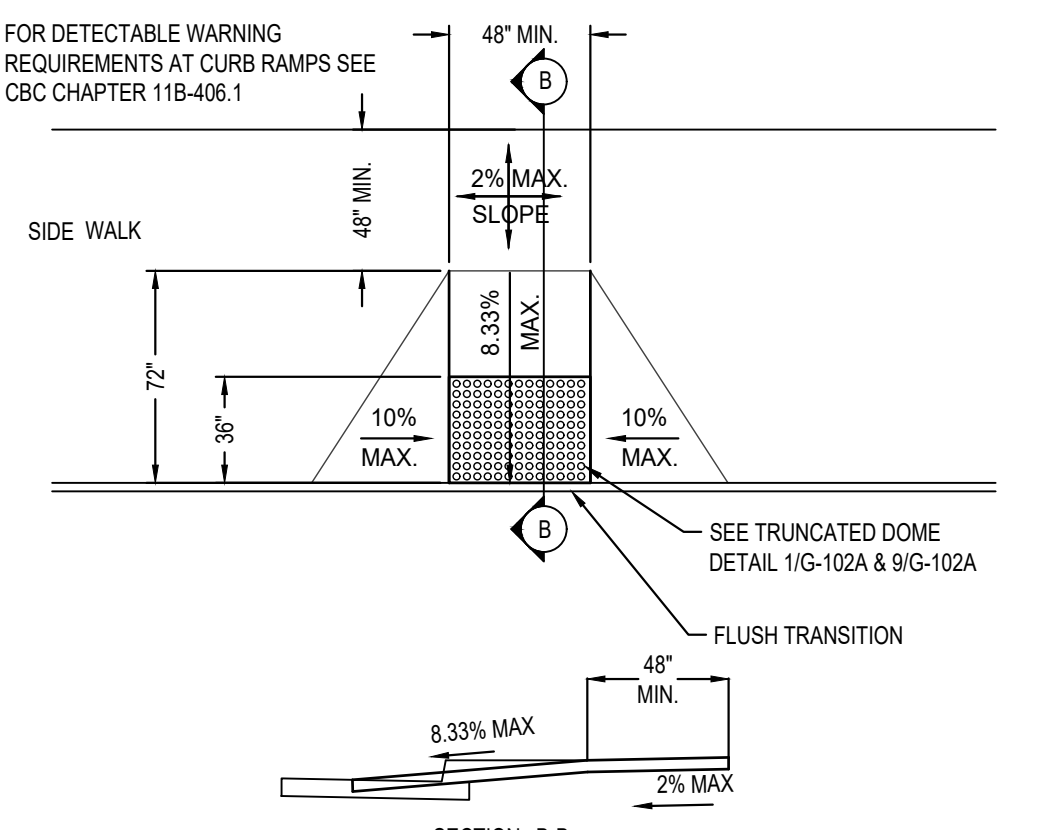
**7** ACCESSIBLE PARKING SIGNS  
G-106A NTS



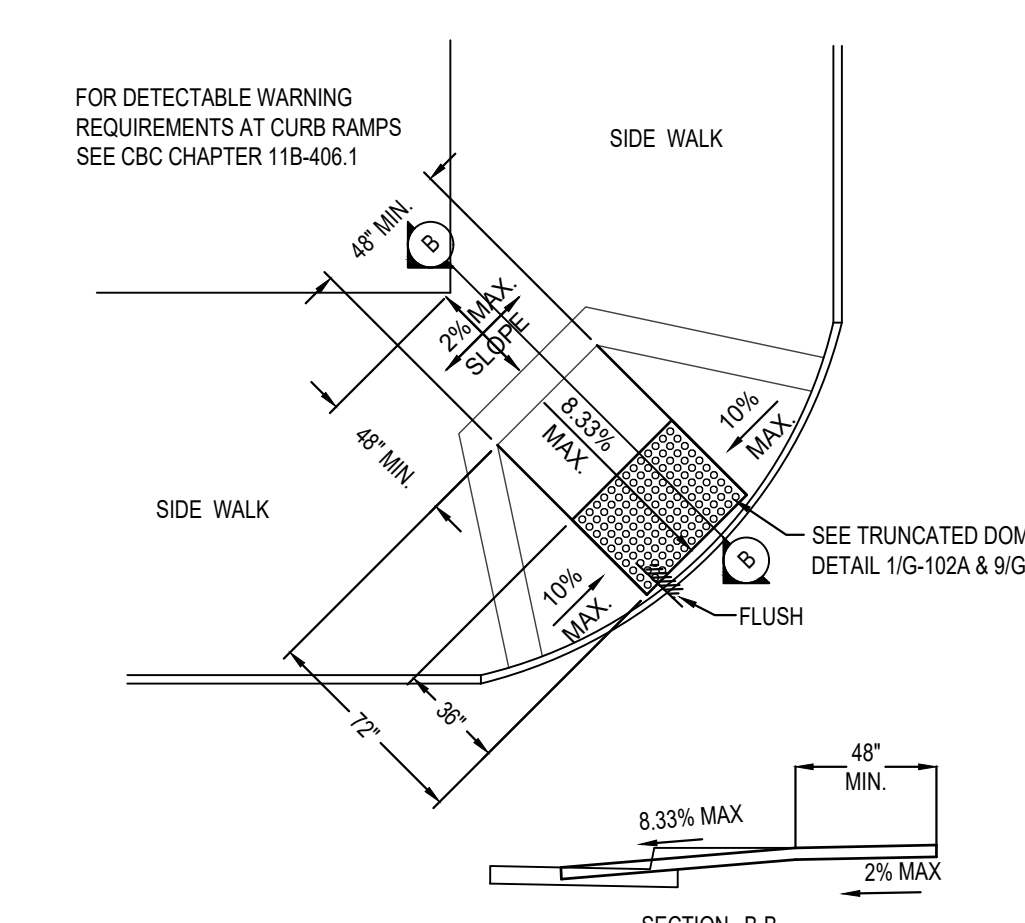
**8** SYMBOL ACCESSIBILITY  
G-106A NTS



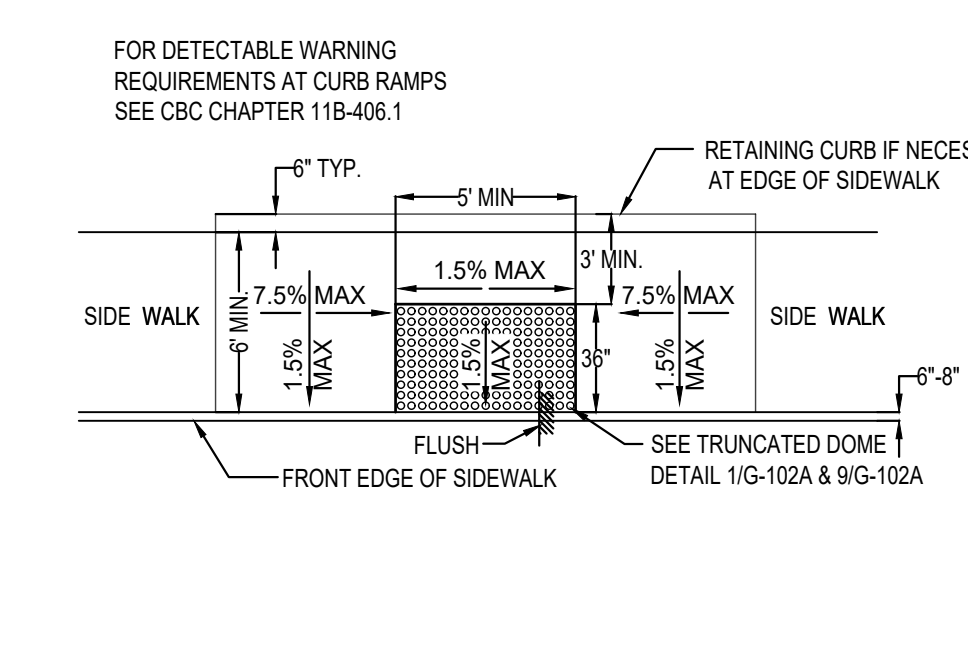
**9** ACCESSIBLE WALKWAY TACTILE WARNING DETAILS  
G-106A NTS



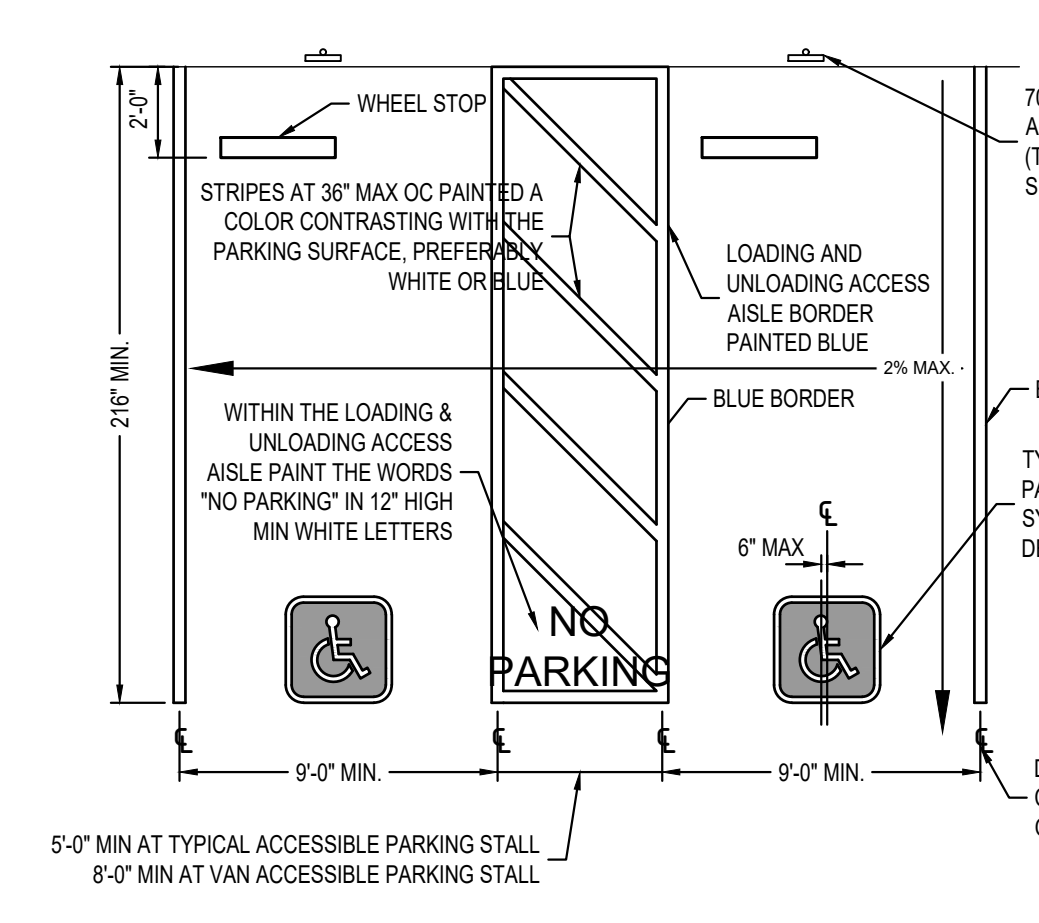
**10** ACCESSIBLE CURB ACCESSIBLE RAMP  
G-106A



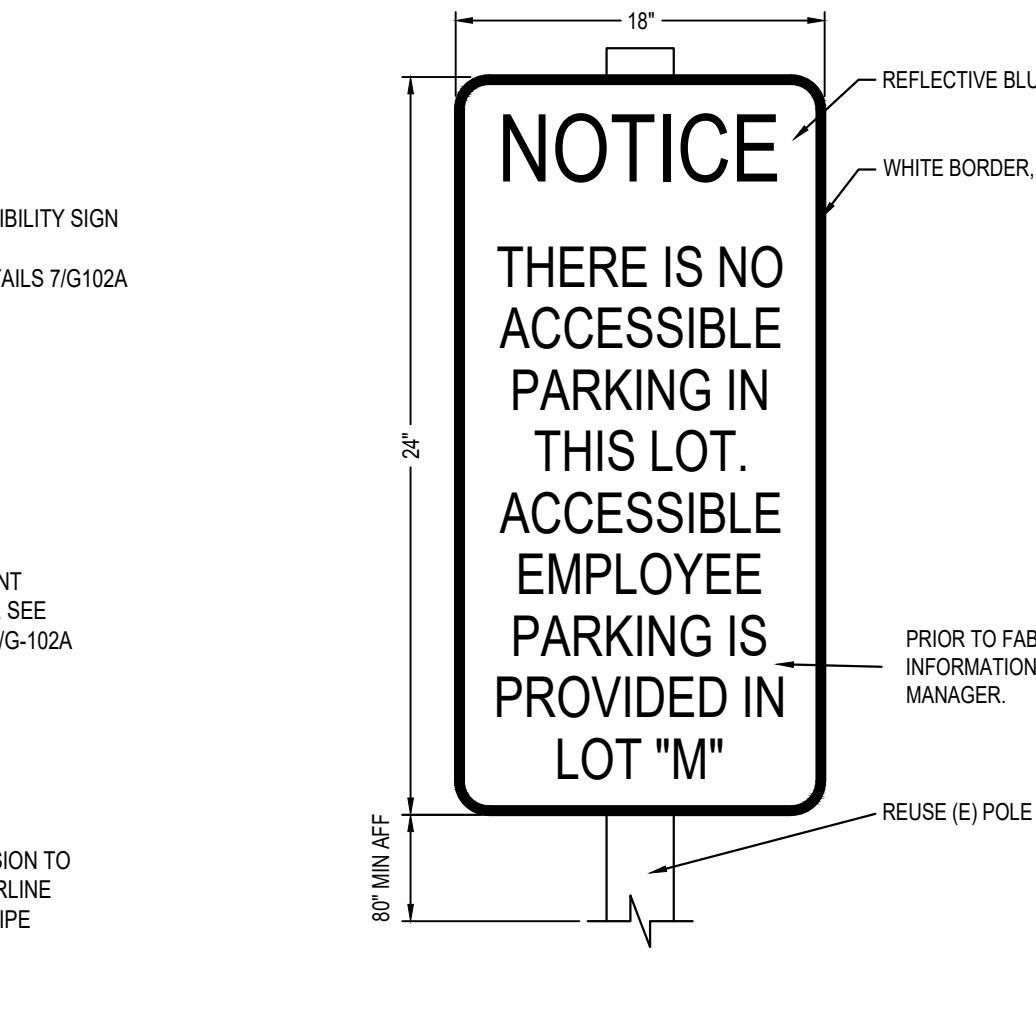
**11** ACCESSIBLE CURB-90 ACCESSIBLE RAMP  
G-106A



**12** ACCESSIBLE CURB - C TYPE  
G-106A



**13** ACCESSIBLE DOUBLE PARKING STALL  
G-106A NTS



**14** ACCESSIBLE SIGNAGE  
G-106A

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BY: GAUTAM BAGRI SIZE: 6.53 MB PLOT DATE: 07/16/2025 03:47 PM



**NMC Rough Order of Magnitude Soil Contingency Budget**

<b>Description</b>	<b>Rough Order of Magnitude Cost</b>
Pour slurry and redrill holes for 50% of all piers for arrays in Parking Lots A, B, C, D, F, I, and M	\$90,000
Pour slurry and redrill holes for 75% of all piers for arrays in Parking Lot N	\$15,000
Use temporary casings for 100% of all piers in Parking Lot K	\$20,000
Budget for potential underground conflicts (utilities in locations not shown on as-builts, in-field required modifications to array locations, etc.)	\$100,000
Overtime budget if substantial weekend or overtime work is needed to maintain schedule if soil conditions lead to substantial delays	\$75,000
<b><i>Subtotal</i></b>	<b><i>\$300,000</i></b>
Opterra costs (assuming 15% OH&P, 3% bonds and insurance, 1% warranty)	\$57,000
<b>Total</b>	<b>\$357,000</b>

DIR Project Registration # \_\_\_\_\_  
ENGIE Services Project #: CN-001318  
ENGIE Services Contract # R 3652

**ENERGY SERVICES CONTRACT**

This **ENERGY SERVICES CONTRACT** (this “Contract”) is made and entered into as of December 3,2024 (the “Contract Effective Date”) by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor’s License Number 995037 (“ENGIE Services U.S.”), and **the County of Monterey** (“County” and together with ENGIE Services U.S. the “Parties” and each of County and ENGIE Services U.S. a “Party”).

**CONTRACT RECITALS**

WHEREAS, County owns and/or operates certain public facilities specifically described in Attachment A (the “Facilities”) and County wishes to reduce the Facilities’ energy consumption and costs and improve the Facilities’ energy quality and reliability; and

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to County including identifying supply-side and/or demand-side energy conservation measures (“ECMs”), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, ENGIE Services U.S. has identified potential energy and operational savings opportunities at County’s Facilities and estimated program costs to implement the ECMs and presented an overall potential energy cost and consumption savings for implementing the ECMs; and

WHEREAS, pursuant to California Government Code §4217.12, County held a regularly scheduled public hearing on [●], of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, County has determined that the anticipated cost to County to implement the ECMs will be less than the anticipated cost to County for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by County in the absence of the ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, County has determined that entering into this energy services contract to implement the ECMs is in the best interests of County and that California Government Code §4217.10 *et seq.* allows County to enter into this Contract; and

WHEREAS, by adoption of Resolution No. \_\_\_\_\_ at the above-referenced meeting, County approved this Contract and authorized its execution.

NOW, THEREFORE, County and ENGIE Services U.S. hereby agree as follows:

**ARTICLE 1. DEFINITIONS**

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

“**Abnormally Severe Weather Conditions**” means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term “Abnormally Severe Weather Conditions” specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

“**Act**” is defined in ARTICLE 14.

“**ADA**” means the Americans With Disabilities Act.

“**Affiliate**” means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

“**Applicable Law**” means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory

determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

“**Applicable Permits**” means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date.

“**Application for Payment**” means a monthly progress payment as described in Section 8.01 or an invoice for materials stored off-site as described in Section 8.02.

“**Arbitral Panel**” is defined in Section 19.04(ii).

“**Arbitration Rules**” is defined in Section 19.04(ii).

“**Attachment**” means the following attachments to this Contract, each of which is an “Attachment:”

Attachment A	County’s Facilities and Existing Equipment
Attachment B	Standards of Occupancy and Control
Attachment C	Scope of Work
Attachment D	Scope of Monitoring Installation
Attachment E	Solar Production Guarantee
Attachment F	Maintenance Services
Attachment G	Schedule of Values

“**Beneficial Use**” means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

“**Business Day**” means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

“**CEQA**” means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

“**Certificate of Beneficial Use**” means the certificate, issued by ENGIE Services U.S. to County and subcontractor(s), which identifies when County took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Final Completion**” means the certificate issued by ENGIE Services U.S. to County, in accordance with Section 6.03. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Substantial Completion**” means the certificate issued by ENGIE Services U.S. to County, in accordance with Section 6.02. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Change**” means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

“**Change in Law**” means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker’s compensation, payroll or withholding tax law, but including any change in law imposing new or additional tariffs or import duties).

“**Change Order**” means a written document, signed by both ENGIE Services U.S. and County, authorizing ENGIE Services U.S. to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the applicable Change; (ii) any additional compensation to be paid to ENGIE Services U.S. to perform such Change; and (iii) any extension of time to complete the Project.

“**Construction**” means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

**“Construction Documents”** means the final designs, drawings, specifications and submittals that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

**“Construction Period”** means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

**“Contract”** is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto.

**“Contract Amount”** means Eighteen Million One Hundred Thirty-Four Thousand Seven Hundred Dollars (\$18,134,700.00), which is inclusive of the mobilization payment, as set forth in Section 8.01, but exclusive of any fees for Professional Services.

**“Contract Bonds”** is defined in Section 12.02.

**“Contract Effective Date”** is defined in the Preamble.

**“County”** is defined in the Preamble.

**“County Persons”** means County, its agents, employees, subcontractors, architects, general contractors, lease/leaseback contractors or other Persons responsible for managing this Energy Services Contract.

**“Delay”** means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

**“Dispute”** is defined in Section 19.02.

**“DOE Guidelines”** is defined in Section 13.01.

**“ECM”** is defined in the Recitals.

**“Education Services”** (if any) are defined in Attachment G.

**“Energy Delivery Point”** means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

**“Energy Usage Data”** is defined in Section 2.05.

**“ENGIE Services U.S.”** is defined in the Preamble.

**“ENGIE Services U.S. Warranty”** is defined in Section 9.01.

**“Event of Default”** is defined in ARTICLE 16.

**“Excusable Event”** means an act, event, occurrence, condition or cause beyond the control of ENGIE Services U.S., including, but not limited to, the following: (i) any act or failure to act of, or other Delay caused by any County Person; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, other than a failure caused by the action or inaction of ENGIE Services U.S.; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or County Person; (iv) undisclosed or unforeseen conditions encountered at the Project Location, including discovery or existence of Hazardous Substances; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of ENGIE Services U.S.; (vi) information provided to ENGIE Services U.S. by any County Person or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law; (viii) Delay caused by pending arbitration; (ix) acts of God; (x) acts of the public enemy or terrorist acts; (xi) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (xii) work by Utility; (xiii) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (xiv) sabotage, vandalism, riots or civil disobedience; (xv) labor disputes or strikes; (xvi) labor or material shortages; material delay in manufacturing and/or deliveries of equipment or supply chain disruptions; each to the extent outside of ENGIE Services U.S.’s control; (xvii) Abnormally Severe Weather Conditions; (xviii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility; (xix) requirement by Utility that any Generating Facility discontinue operation; (xx) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); (xxi) any Utility power outage at a Facility;

(xxii) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any County Person; or (xxiii) regional epidemic or global pandemic.

“**Facilities**” is defined in the Recitals.

“**Final Completion**” means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to County of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

“**Generating Facility**” means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

“**Governmental Authority**” means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

“**Greenhouse Gas**” is defined in Section 13.01.

“**Hazardous Substances**” means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 *et seq.*), as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.

“**Incentive Funds**” is defined in Section 8.06.

“**Installation**” means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

“**Instruments of Service**” is defined in Section 10.01(c).

“**Interconnection Agreement**” means the Interconnection Agreement to be entered into between County and the Utility with respect to the Generating Facilities.

“**Interconnection Facilities**” is defined in Section 18.02.

“**Interest**” means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The “prime rate” will be the “Prime Rate” of interest per annum for domestic banks as published in The Wall Street Journal in the “Money Rates” section.

“**Losses**” is defined in Section 11.01.

“**M&V Commencement Date**” means the first day of the month immediately following the later of (i) ENGIE Services U.S.’s receipt of the fully signed Certificate of Final Completion, and (ii) ENGIE Services U.S.’s receipt of the full Contract Amount.

“**M&V Services**” (if any) are defined in Attachment E.

“**Maintenance Services**” (if any) are defined in Attachment F.

“**Measurement Period**” means each one-year period following the M&V Commencement Date.

“**NEC**” means the National Electric Code.

“**Notice to Proceed**” is defined in Section 2.04.

“**Party**” and “**Parties**” are defined in the Preamble.

“**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

“**Professional Services**” means professional services (such as Education Services, Maintenance Services and M&V Services, if any) provided by ENGIE Services U.S. to County under this Contract.

“**Project**” means the entirety of Work to be performed by ENGIE Services U.S. pursuant to the Scope of Work, and any Change Orders.

“**Project Location**” means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

“**Punch List**” means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair County’s ability to beneficially operate and utilize such portion of the Work.

“**Retained Items**” is defined in Section 10.02.

“**Retention**” is defined in Section 8.03.

“**Schedule of Values**” is defined in Section 8.01.

“**Scope of Work**” means the Work set forth in Attachments C and D, as modified by any Change Order.

“**Substantial Completion**” means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that County can take Beneficial Use thereof.

“**Surety**” means the surety supplying the Contract Bonds, which must be an “admitted surety insurer,” as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to County.

“**Utility**” is defined in Section 18.02.

“**Work**” means the Work to be done by ENGIE Services U.S. pursuant to the Scope of Work, subject to any Change Orders.

## ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day on which Professional Services are provided, unless terminated earlier as provided in this Contract.

Section 2.02 Performance of Work. The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract and the applicable standard of care. ENGIE Services U.S. will perform its obligations under this Contract (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (x) generally accepted professional standards prevailing at the time the Work is performed, (y) the covenants, terms and conditions of this Contract, and (z) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. ENGIE Services U.S. represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein will be subject to County’s general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work may not exceed that set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E, F and G, except pursuant to a Change Order.

Section 2.04 Notice to Proceed. Within ten (10) days after County has closed the financing referenced in Section 2.07 and provided ENGIE Services U.S. has furnished proof of having met the requires set forth in Section 12.01 and section 12.04, County will issue to ENGIE Services U.S. a written Notice to Proceed (“Notice to Proceed”). ENGIE Services U.S. will begin Work within thirty (30) calendar days after ENGIE Services U.S.’s receipt of the Notice to Proceed. If County fails to issue the Notice to Proceed within twenty (20) calendar days after the financing has closed, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as a result of such delay.

Section 2.05 Project Schedule. After receipt of the Notice to Proceed, ENGIE Services U.S. will develop, with input from County, a master Project Schedule using Microsoft Project®. The Project Schedule shall be based on Critical Path Methodology (CPM) and include sufficient detail to reflect all elements of the project scope and all phases of the work (e.g., development, design, permitting, construction, etc.). County will have ten (10) calendar days following receipt of the project schedule to provide input. The project schedule shall be agreed to by the County and serve as the baseline for the project. The project schedule shall be agreed to by the County and serve as the baseline for the project. ENGIE Services U.S. will establish a weekly project meeting at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated every other week to indicate status and completed tasks. If project delays occur that impact the Project Schedule and any of its identified critical paths and/or phases of work, regardless of whether the delays are caused by an Excusable Event, ENGIE

Services U.S. within seven (7) calendar days shall in writing (i) notify the County of the delay; (ii) identify the nature and extent of the delay and its impact on the Project Schedule; (iii) provide an updated Project Schedule; and (iv) identify what, if any, corrective steps shall be taken to mitigate the delay impact on the overall Project Schedule.

Section 2.06 County's Energy and Operational Records and Data. If ENGIE Services U.S. requests, County will provide to ENGIE Services U.S., within thirty (30) calendar days after such request, County's Energy Usage Data for the twelve (12) months preceding the Contract Effective Date, and will make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the Contract Effective Date. "Energy Usage Data" means all of County's records and complete data concerning energy usage, energy-related maintenance, and other related costs for the Facilities, and including, without limitation, utility records; occupancy information; descriptions of any past, present or anticipated changes in a building's structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, operation and maintenance manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures currently utilized. County agrees that ENGIE Services U.S. may rely on the foregoing data as being accurate in all respects. If ENGIE Services U.S. requests, County will also provide to ENGIE Services U.S., within thirty (30) calendar days after such request, any prior energy audits of the Facilities, and copies of County's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and will authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of ENGIE Services U.S.

Section 2.07 Finance Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon County closing financing that will allow it to make the payments to ENGIE Services U.S. required by this Contract. County will have thirty ninety (90) calendar days after the Contract Effective Date to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice; *provided* that County may not declare this Contract to be null and void after it has issued the Notice to Proceed. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to commence performance of the Work unless and until the financing has been closed.

Section 2.08 Proof of Financial Arrangements. Prior to the commencement of the Work, County will provide ENGIE Services U.S. proof that financial arrangements have been made to fulfill County's obligations under this Contract. County's requirement to furnish such proof to ENGIE Services U.S. is a condition precedent to commencement of the Work. After commencement of the Work, ENGIE Services U.S. may request such proof if (i) County fails to make payments to ENGIE Services U.S. as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount; or (iii) ENGIE Services U.S. has other reasonable concerns regarding County's ability to fulfill its payment obligations under this Contract when due. County will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After County furnishes any such proof, County will not materially vary such financial arrangements without prior consent of ENGIE Services U.S. If County fails to provide ENGIE Services U.S. with such proof within ten (10) calendar days of receiving a demand from ENGIE Services U.S., ENGIE Services U.S. will be entitled to suspend its performance under this Contract until such proof is received.

### ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

#### Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, County must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) ENGIE Services U.S. is responsible for obtaining (but not paying for) all Applicable Permits required under this Contract. County will cooperate fully with and assist ENGIE Services U.S. in obtaining Applicable Permits.
- (c) County is responsible for paying for all permit fees (including expedited plan check fees), inspections, and certifications costs, including any additional work that may be required by the Authority(ies) Having Jurisdiction as part of the permitting process.
- (d) County is responsible for hiring and paying for all inspectors, site testing (including geotechnical observations) and laboratory testing.
- (e) County is responsible for paying for all utility interconnection(s) costs, including any additional work that may be required by the Utility(ies) as part of the Interconnection Agreement(s).
- (f) County is responsible for obtaining and paying for any annual operating permits and approvals or exemptions required by CEQA, as applicable.

Section 3.02 Coordination. County will be responsible for coordinating the activities of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors and suppliers with those of County Persons.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, ENGIE Services U.S. will periodically meet with County to report on the general status and progress of the Work. ENGIE Services U.S. may (but is not required to) make food and beverage items of nominal value available to County and County's employees and agents at such meetings, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.04 Project Location Access. County hereby grants to ENGIE Services U.S., without cost to ENGIE Services U.S., all rights of ingress and egress at the Project Location, necessary for ENGIE Services U.S. to perform the Work and provide all services contemplated by this Contract. ENGIE Services U.S. will provide twenty-four-hour advance notice to County for access to any County Facilities. All persons entering the Project Location, including County and its employees and agents, must follow ENGIE Services U.S.'s safety procedures. ENGIE Services U.S. may (but is not required to) make transportation available to County and County's employees and agents between and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.05 Consents: Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that ENGIE Services U.S., and any agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of County for purposes of conflict of interest laws or any other Applicable Law.

#### **ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT**

##### Section 4.01 General Provisions.

- (a) After receipt of the Notice to Proceed, ENGIE Services U.S. will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by County, ENGIE Services U.S. will order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule.
- (c) County will designate a single-point representative with whom ENGIE Services U.S. may consult on a reasonable, regular basis and who is authorized to act on County's behalf with respect to the Project design. County's representative will render decisions in a timely manner with regard to any documents submitted by ENGIE Services U.S. and to other requests made by ENGIE Services U.S. in order to avoid delay in the orderly and sequential progress of ENGIE Services U.S.'s design services.
- (d) Within ten (10) Business Days after ENGIE Services U.S.'s request, County will:
  - (i) furnish all surveys or other information in County's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
  - (ii) disclose any prior environmental review documentation and all information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
  - (iii) supply ENGIE Services U.S. with all relevant information in County's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location;
  - (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location for the execution of the Work; and
  - (v) obtain any and all title reports for those Project Locations reasonably requested by ENGIE Services U.S.
- (e) All information furnished pursuant to this Section 4.01 will be supplied at County's expense, and ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided. If ENGIE Services U.S. is adversely affected by any failure to provide, or delay in providing, the information specified in



Section 4.01(d), ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.

- (f) If any information disclosed under this Section 4.01 gives rise to a Change to the Work or an Excusable Event, ENGIE Services U.S. will notify County. The Parties will meet and confer with respect to those Changes, and ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. If the Parties, however, are unable to agree on whether County's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 19.
- (g) ENGIE Services U.S. contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by County prior to the Contract Effective Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Contract Effective Date will constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. ENGIE Services U.S. will prepare and submit all drawings and specifications to County for review. County will review the documents and provide any comments in writing to ENGIE Services U.S. within ten (10) Business Days after receipt of the documents. ENGIE Services U.S. will incorporate appropriate County comments into the applicable drawings and specifications. ENGIE Services U.S. reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. If County fails to provide written comments within the ten (10) Business Day period, County will be deemed to have no comments regarding the documents.

Section 4.03 Permits. The respective obligations of the Parties in obtaining inspections and permits are as specified in Section 3.01. County will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by ENGIE Services U.S. due to a Change required by a Governmental Authority and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority.

Section 4.04 Changes During Final Design Phase. If during the design phase an Excusable Event occurs, ENGIE Services U.S. shall have the right to submit a Change Order Request for an equitable extension of time and/or an equitable adjustment in the Contract Amount.

## **ARTICLE 5. CONSTRUCTION PHASE**

Section 5.01 General Provisions. Upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of Construction Documents, ENGIE Services U.S. will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by ENGIE Services U.S. and/or one or more licensed subcontractors qualified to perform the Work.

Section 5.02 ENGIE Services U.S.'s Responsibilities during Construction Phase.

- (a) As an independent contractor to County, ENGIE Services U.S. will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. ENGIE Services U.S. will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. ENGIE Services U.S. will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) ENGIE Services U.S. will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to County's operations at the Project Location. ENGIE Services U.S. will provide at least fifteen (15) calendar days' written notice to County of any planned power outages that will be necessary for the construction. ENGIE Services U.S. will cooperate with County in scheduling such outages, and County agrees to provide its reasonable approval of any scheduled outage.
- (c) ENGIE Services U.S. will initiate and maintain a safety program in connection with its Construction of the Project. ENGIE Services U.S. will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to: (i) employees of ENGIE Services U.S. and subcontractors performing Work under this Contract; (ii) ENGIE Services U.S.'s property and other materials to be incorporated into the Project, under the care, custody, and control of ENGIE Services U.S. or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. ENGIE Services U.S. will not be responsible for County's employees' safety unless ENGIE Services U.S.'s negligence in the performance of its Work is the proximate cause of the employee's injury.

- (d) ENGIE Services U.S. will provide notice to County of scheduled test(s) of installed equipment, if any, and County and/or its designees will have the right to be present at any or all such tests conducted by ENGIE Services U.S., any subcontractor, and/or manufacturers of the equipment.
- (e) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, ENGIE Services U.S. will, in advance of excavation, submit to County and/or a registered civil or structural engineer, employed by County, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by County or by the person to whom authority to accept has been delegated by County. Pursuant to California Labor Code §6705, nothing in this Section 5.02(e) imposes tort liability on County or any of its employees.
- (f) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
- (i) ENGIE Services U.S. will promptly, and before the following conditions are disturbed, notify County, in writing, of any:
    - 1) Material that ENGIE Services U.S. believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
    - 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to ENGIE Services U.S. before the Contract Effective Date;
    - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
  - (ii) County will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in ENGIE Services U.S.'s cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.
  - (iii) If a dispute arises between County and ENGIE Services U.S., whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in ENGIE Services U.S.'s cost of, or time required for, performance of any part of the Work, ENGIE Services U.S. will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. ENGIE Services U.S. will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 County's Responsibilities during Construction Phase.

- (a) County will designate a single-point representative authorized to act on County's behalf with respect to Project construction and/or equipment installation. County may from time to time change the designated representative and will provide written notice to ENGIE Services U.S. of such change. Any independent review of the construction will be undertaken at County's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of ENGIE Services U.S.'s Work.
- (b) County will provide a temporary staging area for ENGIE Services U.S., or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. County will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. County will provide access to the Facilities, including parking permits and identification tags, for ENGIE Services U.S. and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by ENGIE Services U.S. and acceptable to County. County will also either provide a set or sets of keys to ENGIE Services U.S. and its subcontractors (signed out per County policy) or provide a readily available security escort to unlock and lock doors. County will not unreasonably restrict ENGIE Services U.S.'s access to Facilities to make emergency repairs or corrections as ENGIE Services U.S. may determine are needed.
- (c) County will maintain the portion of the Project Location that is not directly affected by ENGIE Services U.S.'s Work. County will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of County.

- (d) County will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) County will prepare the Project Location for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by County and such documentation made available to ENGIE Services U.S. are the responsibility of County. If ENGIE Services U.S. encounters such unforeseen conditions in the performance of the Work, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) County will remove any Hazardous Substances either known to County prior to the commencement of the Work or encountered by ENGIE Services U.S. during the construction of the Project, if necessary in order for the Work to progress safely, that were not knowingly released or brought to the site by ENGIE Services U.S. ENGIE Services U.S. will respond to the discovery of Hazardous Substances at or around the Project Location during the course of ENGIE Services U.S.'s construction in accordance with Section 5.06.
- (g) County will coordinate the Work to be performed by ENGIE Services U.S. with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that ENGIE Services U.S. will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.
- (h) County will, and will cause County Persons to, allow ENGIE Services U.S. and its subcontractors access to and reasonable use of necessary quantities of County's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to ENGIE Services U.S.
- (i) County will, and will cause County Persons to, provide ENGIE Services U.S. and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to ENGIE Services U.S., access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) County will also do the following:
  - (i) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of the Work.
  - (ii) When requested by ENGIE Services U.S., participate in the job inspection walk-through with ENGIE Services U.S. to determine Substantial Completion or Beneficial Use of major equipment, and will sign the Certificate(s) of Substantial Completion.
  - (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
  - (iv) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time. ENGIE Services U.S. may, at its election, suspend performance of that portion of the Work affected by any proposed Change until a written Change Order with respect to the Changed or modified Work has been signed by both County and ENGIE Services U.S. ENGIE Services U.S. will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change until such time as the applicable Change Order is resolved. In addition, if any County Person requests a proposal from ENGIE Services U.S. for a Change and County subsequently elects to not proceed with such Change, County agrees that a Change Order will be issued to reimburse ENGIE Services U.S. for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by such County Person.
- (b) Change Orders Requiring Additional Compensation. If during construction any County Person requests changes and/or modifications to the Work, and/or there are Excusable Events, ENGIE Services U.S. shall have the right to submit a Change Order Request for the extra costs caused by such modifications and/or changes and/or Excusable Event. ENGIE Services U.S. will be entitled to submit a Change Order Request for additional compensation.

- (c) Change Orders Requiring Additional Time. If during construction any County Person requests changes and/or modifications to the Scope of Work and/or an Excusable Event occurs, the Parties agree that an equitable extension of time to complete the Work may be necessary. Prior to any extension of time, ENGIE Services U.S. will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided* that County has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.
- (d) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
- (i) unit prices set forth in this Contract or as subsequently agreed;
  - (ii) a mutually accepted, itemized lump sum; or
  - (iii) costs calculated on a basis agreed upon by County and ENGIE Services U.S. plus a fee (either a lump sum or a fee based on a percentage of cost) to which the Parties agree.
- (e) Disagreements. If there is a disagreement between County and ENGIE Services U.S. as to whether ENGIE Services U.S. is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 19. Pending the resolution of any such dispute, ENGIE Services U.S. may suspend Work.

Section 5.05 Minor Changes to Scope of Work. ENGIE Services U.S. has the authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the Construction Documents, without prior notice to County. ENGIE Services U.S. will either promptly inform County, in writing, of any minor changes made during the implementation of the Project, or make available to County at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) ENGIE Services U.S. will promptly provide written notice to County if ENGIE Services U.S. observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. ENGIE Services U.S. will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. County will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. County will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection will execute all generator manifests with respect thereto. ENGIE Services U.S. will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, County will provide ENGIE Services U.S., within ten (10) Business Days after the Contract Effective Date, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Project Location, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (b) County will indemnify, defend, and hold ENGIE Services U.S. harmless from and against any and all Losses that in any way result from, or arise under, such County owned or generated Hazardous Substances, except for liabilities to the extent due to the negligence or willful misconduct of ENGIE Services U.S., or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of ENGIE Services U.S.'s Work, (iii) may cause ENGIE Services U.S.'s completed Work to be non-compliant with applicable codes, (iv) may prevent County from realizing the full benefits of ENGIE Services U.S.'s Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of ENGIE Services U.S.'s Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, ENGIE Services U.S. will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order. ENGIE Services U.S., in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with County for additional compensation and, if appropriate, an extension of time.

**ARTICLE 6. PROJECT COMPLETION**

Section 6.01 Occupancy or Use of Work. County may take occupancy or use of any completed or partially completed portion of the Work at any stage, whether or not such portion is Substantially Complete, *provided* that such occupancy or use is authorized by Governmental Authority and, *provided further*, that County assumes responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. If Substantial Completion of a portion of the Construction Work is not yet achieved, occupancy or use of such portion of the Work will not commence until County's insurance company has consented to such occupancy or use. When occupancy or use of a portion of the Work occurs before Substantial Completion of such portion, County and ENGIE Services U.S. will accept in writing the responsibilities assigned to each of them for title to materials and equipment, payments and Retention with respect to such portion.

Section 6.02 Substantial Completion. When ENGIE Services U.S. considers the Work, or any portion thereof, to be Substantially Complete, ENGIE Services U.S. will supply to County a written Certificate of Substantial Completion with respect to such portion of the Work, including a Punch List of items and the time for their completion or correction. County will within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and sign and return the Certificate of Substantial Completion to ENGIE Services U.S. acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion County will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. County agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned.

Section 6.03 Final Completion. When ENGIE Services U.S. considers the entirety of the Work to be Finally Complete, ENGIE Services U.S. will notify County that the Work is fully complete and ready for final inspection. County will inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of ENGIE Services U.S.'s certification that the Work is complete. If County does not verify the Final Completion of the Work within this period, the Work will be deemed fully completed. When County agrees that the Work is fully completed, ENGIE Services U.S. will issue a Certificate of Final Completion, which County must sign. County agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. At that time, County will pay ENGIE Services U.S. any remaining Contract Amount due and any outstanding Retention being withheld by County, in accordance with Section 8.03. County may give ENGIE Services U.S. written notice of acceptance of the Work and will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to County upon the earlier of (i) the date payment for such Project equipment, supplies or components is made by County or (ii) the date any such items are incorporated into the Project Location. ENGIE Services U.S. will retain care, custody and control and risk of loss of such Project equipment, supplies and components until the earlier of Beneficial Use or Substantial Completion. Transfer of title to County will in no way affect County's and ENGIE Services U.S.'s rights and obligations as set forth in other provisions of this Contract. Except as provided in this Section 6.04, after the date of Substantial Completion, ENGIE Services U.S. will have no further obligations or liabilities to County arising out of or relating to this Contract, except for the obligation to complete any Punch List items, the obligation to perform any warranty service under Section 9.01, and obligations which, pursuant to their terms, survive the termination of this Contract.

**ARTICLE 7. SUBCONTRACTORS**

Section 7.01 Authority to Subcontract. ENGIE Services U.S. may delegate its duties and performance under this Contract, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the Work. ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using.

Section 7.02 Prompt Payment of Subcontractors. ENGIE Services U.S. will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim under any provision of Applicable Law from arising against any County property, against ENGIE Services U.S.'s rights to payments hereunder, or against County.

Section 7.03 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of ENGIE Services U.S.'s subcontractors and County, or any obligation on the part of County to pay any sums to any of ENGIE Services U.S.'s subcontractors.

Section 7.04 Prevailing Wages. To the extent required by California Labor Code §1771 or other Applicable Law, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing Work at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, County will obtain from the Director of

Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. County will promptly notify ENGIE Services U.S. of any changes to any such prevailing wage determination.

## ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. Promptly after receipt of County's Notice to Proceed, ENGIE Services U.S. will invoice County for a mobilization payment in the amount of Two Million Three Hundred Fourteen Thousand Seventy-Four Dollars (\$2,314,074.00). This amount must be paid to ENGIE Services U.S. within forty five (45) calendar days after County's receipt of an invoice therefor. County acknowledges that prior to the Contract Effective Date, ENGIE Services U.S. procured solar panels on County's behalf to be installed at the Project Locations. Immediately upon the Contract Effective Date, ENGIE Services U.S. will invoice County for an additional One Million Three Hundred Twelve Thousand Eight Hundred Sixty-Six Dollars (\$1,312,866.00) ("IRA Safe Harbor Payment"). The IRA Safe Harbor Payment must be paid to ENGIE Services U.S. no later than December 31, 2024. Title to the equipment will pass to County upon payment in full of the IRA Safe Harbor Payment invoice. In the event County, for any reason, notifies ENGIE Services U.S. that it will not issue a Notice to Proceed for the Project, ENGIE Services U.S. will refund to County the IRA Safe Harbor Payment within thirty (30) calendar days. In addition, as the Work progresses, ENGIE Services U.S. will submit to County its applications for monthly payments based on the progress made on the Project through the date on which ENGIE Services U.S. submits such Application for Payment. A schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values") is attached hereto as Attachment G. Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Materials Stored Off-Site. In addition to the monthly progress payments specified in Section 8.01, ENGIE Services U.S. may invoice County for materials purchased in advance and not stored at the Project Location. Each such Application for Payment will be accompanied by proof of off-site material purchases, including quantities and model numbers, evidence that the materials have been delivered to a warehouse reasonably acceptable to County and evidence of appropriate insurance coverage. ENGIE Services U.S. will furnish to County written consent from the Surety approving the advance payment for materials stored off site. County will pre-pay one hundred percent (100%) of ENGIE Services U.S.'s Application for Payment for the materials delivered, less Retention as indicated in Section 8.03. ENGIE Services U.S. will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work.

Section 8.03 Retention. County, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within forty-five (45) calendar days after its receipt of the Application for Payment; *provided, however*, that there is to be no Retention with respect to the mobilization payment or the IRA Safe Harbor Payment. A failure to approve and pay an Application for Payment in a timely manner is a material default by County under this Contract. County may make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Upon Substantial Completion, the Retention must be reduced to two percent (2%) of the Contract Amount, and ENGIE Services U.S. may invoice and County will pay this amount. County will pay ENGIE Services U.S. the remaining two percent (2%) Retention amount upon achieving Final Completion. In lieu of Retention being held by County, ENGIE Services U.S. may request that securities be substituted or Retention be held in an escrow account pursuant to California Public Contract Code §22300.

Section 8.04 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to ENGIE Services U.S. for any remaining Retention withheld by County, which shall be paid within sixty (60) days of receipt of the final Application for Payment.

Section 8.05 Disputed Invoices/Late Payments. County may in good faith dispute any Application for Payment, or part thereof, within fifteen (15) calendar days after the date the Application for Payment was received by County. If County disputes all or a portion of any Application for Payment, County will pay the undisputed portion when due and provide ENGIE Services U.S. a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. County will be deemed to have waived and released any dispute known to it with respect to an Application for Payment if such notice and written explanation is not provided within fifteen (15) calendar days after the date the Application for Payment was received by County. If any amount disputed by County is finally determined to be due to ENGIE Services U.S., either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 19 below, it will be paid to ENGIE Services U.S. within ten (10) Business Days after such final determination, plus Interest from the date billed or claimed until such amount is paid. . Late payments will accrue Interest from the due date until paid.

Section 8.06 Rebate Programs. ENGIE Services U.S. makes no guarantee that County will receive funding from any energy efficiency rebate, incentive, and/or loan program(s), including the Inflation Reduction Act (collectively, "Incentive Funds"), or any portion thereof; ENGIE Services U.S. expressly disclaims any liability for County's failure to

receive any portion of the Incentive Funds, and County acknowledges and agrees that ENGIE Services U.S. will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

## ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS ARTICLE 9, ENGIE SERVICES U.S. MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. COUNTY WILL HAVE NO REMEDIES AGAINST EITHER ENGIE SERVICES U.S. OR ANY ENGIE SERVICES U.S. SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW. SPECIFICALLY, NEITHER ENGIE SERVICES U.S., NOR ENGIE SERVICES U.S.'s SUBCONTRACTORS OR VENDORS, WILL BE LIABLE TO COUNTY FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

Section 9.01 ENGIE Services U.S. warrants to County that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. ENGIE Services U.S. further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("ENGIE Services U.S. Warranty"). Notwithstanding the preceding sentence, the date the ENGIE Services U.S. Warranty commences with respect to a specific piece or pieces of equipment may be further defined in Attachment C.

Section 9.02 Equipment and material warranties that exceed the ENGIE Services U.S. Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to County, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be County's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the ENGIE Services U.S. Warranty period, ENGIE Services U.S., or ENGIE Services U.S.'s subcontractors, will correct its defects, and/or ENGIE Services U.S. will work with the equipment or material manufacturer as County's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of County. If a warranty issue arises on any equipment or material installed after the ENGIE Services U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, County will contact the manufacturer directly to resolve such warranty issues and County acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than ENGIE Services U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE Services U.S. subcontractor, improper use or operation, or normal wear and tear under normal usage. ENGIE Services U.S. shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, ENGIE Services U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

Section 9.04 County and ENGIE Services U.S. have discussed the risks and rewards associated with this Project, as well as the Contract Amount to be paid to ENGIE Services U.S. for performance of the Work. County and ENGIE Services U.S. agree to allocate certain of the risks so that, to the fullest extent permitted by Applicable Law, ENGIE Services U.S.'s total aggregate liability to County and all third parties is limited to the Contract Amount for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

## ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

### Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) Ownership: Except as expressly provided in this Contract, County will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade

secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. ENGIE Services U.S. will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.

- (b) License: Solely in connection with the Facilities, ENGIE Services U.S. grants to County a limited, perpetual, royalty-free, non-transferrable license for any ENGIE Services U.S. intellectual property rights necessary for County to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Ownership and Use of Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "Instruments of Service") furnished directly or indirectly, in writing or otherwise, to County by ENGIE Services U.S. under this Contract will remain ENGIE Services U.S.'s property and may be used by County only for the Work. ENGIE Services U.S. will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by County or any County Person for future additions or alterations to the Project or for other projects, without the prior written agreement of ENGIE Services U.S. Any unauthorized use of the Instruments of Service will be at County's sole risk and without liability to ENGIE Services U.S. If County uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of ENGIE Services U.S., County agrees to waive and release, and indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities on the Contract Effective Date will remain the property of County even if such equipment or materials are replaced or their operation made unnecessary by work performed by ENGIE Services U.S. If applicable, ENGIE Services U.S. will advise County in writing of all equipment and materials that will be replaced at the Facilities and County will, within five (5) Business Days of ENGIE Services U.S.'s notice, designate in writing to ENGIE Services U.S. which replaced equipment and materials should not be disposed of off-site by ENGIE Services U.S. (the "Retained Items"). County will be responsible for and designate the location and storage for the Retained Items. ENGIE Services U.S. will be responsible for the disposal of replaced equipment and materials, except for the Retained Items. ENGIE Services U.S. will use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. ENGIE Services U.S. will not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

**ARTICLE 11. INDEMNIFICATION / LIMITATION ON LIABILITY**

Section 11.01 Indemnification. To the fullest extent permitted by Applicable Laws, each Party will indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, to the extent arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party. This indemnification obligation will continue to bind the Parties after the termination of this Contract. This Agreement shall in no way act to abrogate or waive any immunities available to County under the Tort Claims Act of the State of California or California Government Code section 810 et seq.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

**ARTICLE 12. INSURANCE / BONDS**

Section 12.01 ENGIE Services U.S. Insurance. ENGIE Services U.S. will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (f) below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to County via an insurance certificate.

- (a) Workers' Compensation/Employers Liability for states in which ENGIE Services U.S. is not a qualified self-insured. Limits as follows:
  - \* Workers' Compensation: Statutory
  - \* Employers Liability: Bodily Injury by accident \$1,000,000 each accident  
Bodily Injury by disease \$1,000,000 each employee



Bodily Injury by disease \$1,000,000 policy limit

(b) Commercial General Liability insurance with limits of:

- \* \$2,000,000 each occurrence for Bodily Injury and Property Damage
- \* \$4,000,000 General Aggregate - other than Products/Completed Operations
- \* \$2,000,000 Products/Completed Operations Aggregate
- \* \$2,000,000 Personal and Advertising Injury
- \* \$ 100,000 Damage to premises rented to ENGIE Services U.S.

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

(c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

(d) Professional Liability insurance with limits of:

- \* \$1,000,000 per occurrence
- \* \$1,000,000 aggregate

Coverage to be written on a claims-made form.

(e) Umbrella/Excess Liability Insurance. Limits as follows:

- \* \$1,000,000 each occurrence
- \* \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

(f) Policy Endorsements.

- \* The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against County, but only to the extent of the indemnity obligations contained in this Contract.
- \* The insurance provided for Commercial General Liability and Auto Liability above will:
  - (i) include County as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
  - (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

Section 12.02 County's Insurance. County will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to ENGIE Services U.S. via an insurance certificate.

(a) Commercial General Liability insurance, written on an occurrence form, with limits of:

- \* \$2,000,000 each occurrence for Bodily Injury and Property Damage; and
- \* \$4,000,000 General Aggregate

(b) The insurance provided for above will contain waivers of subrogation rights against ENGIE Services U.S., but only to the extent of the indemnity obligations contained in this Contract..

Section 12.03 Waivers of Subrogation. The Parties waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this ARTICLE 12 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Parties and their respective property damage insurers also waive all rights of subrogation against the other Party, its directors, officers, agents and employees. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Section 12.04 Performance and Payment Bonds. Prior to commencing Work under this Contract, ENGIE Services U.S. will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to

one hundred percent (100%) of the Contract Amount (collectively, the “Contract Bonds”). The Contract Bonds shall be maintained in full force and effect until Final Completion; provided that upon the achievement of Substantial Completion, the value of the Contract Bonds shall be reduced to the value of the Retainage being withheld by County. The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer’s warranty or other third-party warranty being assigned to County. County agrees that upon Final Completion and expiration of the ENGIE Services U.S. Warranty period set forth in Article 9 herein, the Contract Bonds shall be returned to ENGIE Services U.S., and all obligations arising thereunder are terminated and the surety company that issued the bond is forever discharged from any and all liabilities of whatever nature arising in connection with the Contract Bonds.

#### ARTICLE 13. DOE GUIDELINES; ENERGY POLICY ACT

Section 13.01 As authorized by §1605(b) of the Energy Policy Act of 1992 (Pub. L. No. 102-486) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions (“DOE Guidelines”). “Greenhouse Gases” means those gases and other particles as defined in the DOE Guidelines. County hereby assigns and transfers to ENGIE Services U.S., and its Affiliates and assigns, any Greenhouse Gas emission reduction credits that result from the Work.

#### ARTICLE 14. MUNICIPAL ADVISOR / TAX ADVISOR

Section 14.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT ENGIE SERVICES U.S. IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO County WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT COUNTY BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. ENGIE SERVICES U.S. IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO COUNTY OR THE PROVISION OF INFORMATION TO COUNTY. COUNTY WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR COUNTY’S SITUATION.

Section 14.02 The Parties acknowledge and agree that ENGIE Services U.S. is not a tax advisor and cannot give advice to County with respect to the Inflation Reduction Act and any funds the County may be eligible for thereunder. County must consult its own tax and legal advisors with regard thereto.

#### ARTICLE 15. TRADE SECRETS

If any materials or information provided by ENGIE Services U.S. to County under this Contract are designated by ENGIE Services U.S. as a “trade secret” or otherwise exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the “Act”) and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after receipt of such request, County will notify ENGIE Services U.S. of such request and advise ENGIE Services U.S. whether County believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days after a third party’s request for disclosure of materials under the Act, ENGIE Services U.S. will (i) authorize County to release the documents or information sought; or (ii) if ENGIE Services U.S. reasonably believes that the information is exempt from disclosure, advise County not to release the materials.

#### ARTICLE 16. EVENTS OF DEFAULT

Section 16.01 Events of Default by ENGIE Services U.S. Each of the following events or conditions will constitute an “Event of Default” by ENGIE Services U.S.:

- (i) any substantial failure by ENGIE Services U.S. to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to ENGIE Services U.S. demanding that such failure to perform be cured; *provided* that (y) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract, and (z) if such cure cannot be effected in thirty (30) calendar days, ENGIE Services U.S. will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by ENGIE Services U.S. in this Contract which was false or misleading in any material respect when made.

Section 16.02 Events of Default by County. Each of the following events or conditions will constitute an “Event of Default” by County:

- (i) any substantial failure by County to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to County demanding that such failure to perform be cured; *provided* that (y) such

failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; and (z) if such cure cannot be effected in thirty (30) calendar days, County will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or

- (ii) any representation or warranty furnished by County in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by County to pay any amount to ENGIE Services U.S. which is not paid within ten (10) calendar days after written notice from ENGIE Services U.S. that the amount is past due.

#### ARTICLE 17. REMEDIES UPON DEFAULT

Section 17.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 16, the non-defaulting Party may terminate this Contract by providing three (3) Business Days' written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will promptly return to the other all papers, materials, and property of the other held by such Party in connection with this Contract. Each Party will also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, ENGIE Services U.S. will be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 17.02 Remedies Upon Default by ENGIE Services U.S. If an Event of Default by ENGIE Services U.S. occurs, County will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by ENGIE Services U.S. and/or damages, which will include County's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 17.03 Remedies upon Default by County. If an Event of Default by County occurs, ENGIE Services U.S. will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19 including, without limitation, terminating this Contract or recovering amounts due and unpaid by County, and/or damages which will include ENGIE Services U.S.'s reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

#### ARTICLE 18. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 18.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Contract as a result of an Excusable Event.

Section 18.02 Utility Work. County expressly understands and agrees that Excusable Events may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for ENGIE Services U.S. to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

#### ARTICLE 19. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 19.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State where the Work is performed, without regard to the jurisdiction's choice of law rules.

Section 19.02 Initial Dispute Resolution. If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 19 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) *Field Representatives' Meeting*: Within fifteen (15) Business Days after notice of the Dispute, ENGIE Services U.S.'s senior project management personnel will meet with County's project representative in a good faith attempt to resolve the Dispute.
- (ii) *Management Representatives' Meeting*: If ENGIE Services U.S.'s and County's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for ENGIE Services U.S. and for County, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of ENGIE Services U.S. and County are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation in accordance with Section 19.03.

Section 19.03 Mediation. If the Dispute is not settled pursuant to Section 19.02, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration, as described in Section 19.04. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association.

Section 19.04 Arbitration Proceedings. The following provisions apply to all arbitration proceedings pursuant to this ARTICLE 19:

- (i) The place of arbitration will be the American Arbitration Association office closest to where the Work was performed.
- (ii) One arbitrator (or three arbitrators if the monetary value of the Dispute is more than \$2,000,000) (the "Arbitral Panel") will conduct the arbitral proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (Excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules"). To the extent of any conflicts between the Arbitration Rules and the provisions of this Contract, the provisions of this Contract prevail.
- (iii) The Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply. In the discretion of the Arbitral Panel, the production of additional documents that are relevant and material to the determination of the Dispute may be required.
- (iv) The Arbitral Panel does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails. Each Party will pay its own costs of legal representation and witness expenses.
- (v) The award must be in the form of a reasoned award.
- (vi) The Dispute will be resolved as quickly as possible. The Arbitral Panel will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced.
- (vii) The award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

Section 19.05 Multiparty Proceeding. Either Party may join third parties whose joinder would facilitate complete resolution of the Dispute and matters arising from the resolution of the Dispute.

Section 19.06 Lien Rights. Nothing in this ARTICLE 19 limits any rights or remedies not expressly waived by ENGIE Services U.S. that ENGIE Services U.S. may have under any lien laws or stop notice laws.

## **ARTICLE 20. REPRESENTATIONS AND WARRANTIES**

Section 20.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;



**ARTICLE 24. BINDING EFFECT**

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

**ARTICLE 25. NO WAIVER**

The failure of ENGIE Services U.S. or County to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or County.

**ARTICLE 26. SEVERABILITY**

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions; *provided* that no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.

**ARTICLE 27. HEADINGS**

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

**ARTICLE 28. COUNTERPARTS; INTEGRATION**

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Delivery of an executed counterpart of a signature page of this Contract by email will be effective as delivery of a manually executed counterpart of this Contract.

*[the Parties' signatures appear on the following page]*

SIGNATURE PAGE

IN WITNESS WHEREOF, County and ENGIE Services U.S. have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: DocuSigned by:  
Charles R. Harris

Date: 12/9/2024 | 9:06 AM PST  
Department Head (if applicable)

Approved as to Form  
County Counsel  
Susan K. Blicht, Acting County Counsel

By: Signed by:  
Michael Whilden

Date: 12/2/2024 | 9:18 AM PST  
County Counsel

Date: \_\_\_\_\_

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

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

By: Signed by:  
David Bolton

Date: 12/2/2024 | 9:30 AM PST  
David Bolton, Risk Manager

Date: \_\_\_\_\_

ENGIE SERVICES U.S. INC.

By: DocuSigned by:  
Courtney Jenkins DS  
CM  
(Signature of Chair, President or Vice-President)

Date: Courtney Jenkins, President  
11/27/2024

Date: \_\_\_\_\_

By: DocuSigned by:  
Derron Gunderman DS  
CM  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Date: Derron Gunderman, Secretary  
11/27/2024

Date: \_\_\_\_\_

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

**ATTACHMENT A  
FACILITIES**

(a) The following County Facilities are included under the Scope of Work as listed below:

Facility	Address	Square Feet
Natividad Medical Center	1441 Constitution Blvd., Salinas, CA 93906	455,000

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**ATTACHMENT B**

*Not Used*

**ATTACHMENT C**

**SCOPE OF WORK**

California State Contractor's License Number 995037  
California Public Works Contractor Registration Number 1000001498

Energy Conservation Measures to Be Implemented

ECM #	Description
1	Solar Generating Facilities
2	Electric Vehicle (EV) Charging Stations

**ECM 1: SOLAR GENERATING FACILITIES**

The table below lists the locations for the solar photovoltaic (PV) installations and the structure types:

Facility	Est. kWdc	Solar PV Structure	PG&E Meter Number
Natividad Medical Center	2,722	Canopy, Ground Mount	1010019019

**General Scope of Work**

1. Prepare and submit design drawings to County for approval and to the local Utility as required.
2. Prepare and submit design site plans and Geologic and Seismic Hazards Assessment reports to the California Geological Survey (CGS) for Natividad Medical Center.
3. Provide geotechnical evaluations necessary for design requirements for all sites.
4. ENGIE Services U.S. will submit the project for permitting review to the County of Monterey Building Department, City of Salinas, and City of Salinas Fire Department as required. No permitting fees have been included in the Scope of Work for these Authorities Having Jurisdiction (AHJs).
5. ENGIE Services U.S. will submit only the portion of the Natividad Medical Center project that is subject to the Department of Health Care Access and Information (HCAI) to HCAI for permitting approval. It is expected that only the solar interconnection to the main switchgear will be subject to HCAI review or approval. HCAI permitting fees have been included in the Scope of Work.
6. Provide geotechnical evaluations necessary for design requirements.
7. Provide Utility interconnection drawings and management services.
8. Provide and coordinate installation of the revenue grade Net Generation Output Meter (NGOM) and Net Energy Meter (NEM) metering.
9. Procure materials and equipment necessary for construction.
10. Provide all project management and construction management necessary for a full and complete installation.
11. Provide labor, supervision and coordination with County for the installation of photovoltaic (PV) modules and supporting structures, electrical distribution and control systems.
12. Provide and install PV modules and all necessary mounting hardware for each system.
13. Provide and install inverters and all necessary electrical equipment and conduits to connect to the electrical switchgear or meter. Electrical shutdowns are anticipated at each site. Time of shutdown will be coordinated with the County and may include weeknights and weekends. Shutdowns will not be scheduled during regular working hours. Coordination with use of existing on-site permanent generators will be provided. No provision of temporary generators, additional generators, or fuel for generators has been included in the Scope of Work.
14. Provide and install solar canopy and ground mount structures to offset electrical consumption at the one (1) location in the table above.
  - a. Canopy: The canopy structure design will include a painted canopy structure that has a seven (7) degree tilt and is thirteen feet six inches (13'-6") clear of grade level on the low side and a pier depth of thirteen feet (13') deep. The canopy structure design assumes no de-watering, benching, shoring, or casing. The paint color shall be selected by County and may be any color other than white. No galvanized coating is included in this Scope of Work.
  - b. Ground Mount: The ground mount racking design will be a fixed tilt, non-painted system with a twenty-five (25) degree tilt and two foot (2') clearance between the ground and the low edge of the module. The ground mount system design assumes piers will be installed to a maximum depth of eight feet (8') and that there will be no underground obstructions or refusal, de-watering, benching, shoring, or casing. No grading has been included in the scope of work. Brush and vegetation within the area of the

array shall be removed prior to construction start. No ongoing removal of vegetation or weed trimming has been included in the Scope of Work.

15. ENGIE Services U.S. has assumed that work at Natividad Medical Center will occur in phases. For the installation of the canopy systems, no more than any one (1) parking lot shall be fenced off for construction at any time. No additional mobilizations, remobilizations, or phasing of work have been included in the Scope of Work. ENGIE Services U.S. shall coordinate any moving of temporary fencing with Natividad Medical Center to minimize impact on site operations.
16. A total of five (5) existing Emergency Call Poles at Natividad Medical Center in Parking Lots B, C, F, M, and N will have their existing solar panels covered by the new PV canopy arrays. ENGIE Services U.S. shall bring new 120 Volt power to these five (5) poles to ensure their continued operation. ENGIE Services U.S. shall provide power to these poles, provide and install two (2) power supplies to the existing cellular device and strobe light on each pole, and test the continued operation of each pole. Power will be brought from the nearest building to each pole. It is assumed that sufficient power and breaker space is available at the nearest building to each emergency pole.
17. DC wiring and AC wiring within the solar canopies and roof mount structures shall be copper wire. Aluminum wire will be used from each system's AC combiner to the main point of contact at the site's electrical switchgear.
18. Provide and install one (1) spare two (2) inch conduit to each grouping of canopies for future infrastructure. The spare conduit shall be installed from the electrical main point of interconnection and shall terminate at the AC combiner for any grouping of canopies.
19. Provide and install four (4) step-up transformers at Natividad Medical Center for a Medium Voltage tie-in, with new equipment pads.
20. Provide and install new LED lighting fixtures (RAB PRT42N or equivalent) at every canopy bay. .
21. Provide lighting fixture, pole, and bollard removal for the canopy installations, returning the light fixtures and poles to the County. Quantities are shown below:

Site	Quantity Lights and Bollards Removed
Natividad Medical Center	56
<b>Total</b>	<b>56</b>

22. Provide as-built drawings and Operations and Maintenance manuals in electronic format upon project completion.
23. Provide miscellaneous backfill and restoration of landscaping in areas of work.
24. Start-up, test, and commission the systems in accordance with design plans and applicable industry standards.
25. Secure the Project Location and provide traffic redirection during rifting operations, and during the move-in and move-out of large equipment. County will assist with the foregoing site logistics by coordinating access and scheduling with ENGIE Services U.S.

**PV Layouts**

Schematic engineering layouts are included in Appendix 2. These schematic engineering layouts and the electrical routing related to them are subject to change due to field conditions and upon completion of final engineering.

**Tree Removal and Replacement**

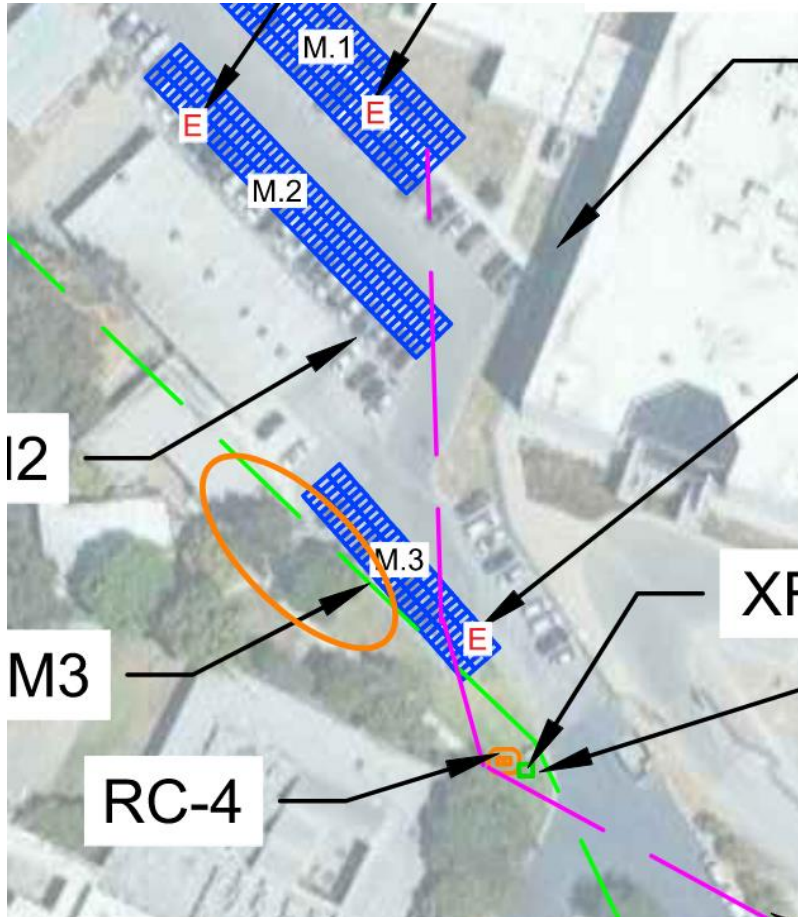
The quantities of trees that need to be removed are identified in the table below and are based on the current PV layouts. The total quantity of new trees to be planted are identified in the table below. Locations of new trees shall be determined with the County. It is assumed that any location for new trees shall have existing irrigation. No provision for new irrigation or extension of irrigation systems have been included in the Scope of Work. A landscape architect shall be utilized by ENGIE Services U.S. to provide detailed drawings showing the trees to be removed and specifying size, type, and location of all new trees. New trees shall be sized to be installed in no larger than twenty-four inch (24") tree boxes and shall be provided at 8' in height.

Site Name	Quantity of Trees Removed	Quantity of Trees Trimmed	Quantity of Trees Replanted
Natividad Medical Center	95	4	95
<b>Total</b>	<b>95</b>	<b>4</b>	<b>95</b>

In order to ensure maximum guaranteed solar PV system generation, the County will be responsible for regular tree trimming and maintenance of the trees as circled in orange the in the layouts below to not grow above thirty feet (30') in height and maintain ten feet (10') of horizontal distance from the edge of the array. ENGIE Services U.S. is responsible for any initial trimming required at the start of construction.

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**Natividad Medical Center**



Tree removal as noted in the table above includes stump grinding.

**Inclusions**

- Permanent six foot (6') tall galvanized chain-link fencing enclosures around PV electrical equipment as required and around the two (2) ground mounted arrays at Natividad Medical Center. No privacy slats have been included in the Scope of Work.
- Provide and install one (1) weather station.

**Exclusions**

- Any permanent chain-link fencing not specifically identified in the above scope of work. Any iron rod, black coated, or decorative fencing, or any privacy slats on fencing. All fencing is assumed to be galvanized steel. If County prefers any other material for fencing, this will result in a Change Order to the Scope of Work.
- Building or improvement of fire access roads.
- Casings for the piers as a result of caving.
- Security cameras.
- Costs for accessibility upgrades, if required, are not included.
- Grading of the area. Solar shall be mounted on existing terrain.
- Rock drilling or boring through rocky soil conditions.
- Costs for Utility upgrades, if required, are not included.
- Provision of, modifications to, or additions to fire life safety systems, including but not limited to fire alarm systems, fire sprinklers, and alarm speaker systems.
- No allowance has been made for screening, bird spikes, or other mitigations to eliminate nesting or occupation of wildlife on or within major equipment. Wildlife debris cleanup is excluded.
- New tree planting will not have new irrigation systems. Hand watering will be the responsibility of County, if required.

- Remediation and/or removal of hazardous materials, hazardous wastes, or spoils are not included.

**ECM 2: EV CHARGING STATIONS**

The table below lists the locations and quantities for the electric vehicle (EV) charging stations. :

Facility	EV Charging Station Description	EV Charging Station kW Output	# of Ports
Natividad Medical Center	Dual Port Level 2	20.8 kW (10.4 kW per port)	24

The EV charging stations provide a maximum power output of 20.8 kW per charging station, with a maximum power output of 10.4 kW per port if both ports are used simultaneously.

ENGIE Services U.S. shall provide and install all components required to make the following quantities of parking stalls “EV-Ready” per the table below in accordance with local applicable code, including any required breakers, panel boards, and conduits. The circuits for the EV-Ready parking spaces shall terminate in a suitable termination point such as a receptacle, junction box, or electric vehicle supply equipment, and shall be located in close proximity to the proposed location of the EV parking spaces. The circuit shall have no other outlets. The service panel shall include an overcurrent protective device and provide sufficient capacity and space to accommodate the circuit and over-current protective device and be located in close proximity to the proposed location of the EV parking spaces.

Facility	# of EV-Ready Parking Stalls
Natividad Medical Center	48

**General Scope of Work**

1. ENGIE Services U.S. will create CAD maps of system locations where necessary for design requirements.
2. Prepare and submit design drawings to County for approval.
3. ENGIE Services U.S. will secure the Project Location and provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment. County will assist with the foregoing site logistics by coordinating access and scheduling with ENGIE Services U.S.
4. Provide labor, supervision and coordination with County for the installation of EV Chargers and supporting structures, electrical distribution and control systems.
5. Provide and install temporary fencing during construction.
6. Supply and install dual port, integrated auto-retract cable system charging station model number ChargePoint CP6021B-50A-L5.5 commercial station 12kW Charger (240V AC @50A), including all materials and equipment necessary for installation.
7. EV charging stations where possible shall be mounted to existing hardscape.
8. Furnish and install all power and data cabling and conduit for each of the power cabinets, dispensers and chargers detailed above.
9. All power cables shall be copper and installed in metallic conduit.
10. Hard-wired data connections to the County’s IT network are excluded.
11. Furnish and install equipment pads and mounting hardware for the dispensers.
12. The wiring for each unit is to be determined from each charger datasheet and recommendations.
13. Wiring between each system’s charging stations shall be with copper or aluminum wire. Aluminum wire will be used from each system’s AC combiner to the main point of connection at the site’s electrical switchgear.
14. Include any trenching or concrete work required to feed the wiring.
15. All underground utility locating is included.
16. Locate, protect and avoid existing underground utilities in the new conduit paths.
17. Coordinate billing parameter and website setup between vendor and County.
18. Provide and install step-up transformer per the following table. Transformers shall be installed at grade level, with new equipment pads and shall be enclosed by 6’ tall galvanized chain link fence with no slats at the Project Site as identified in Appendix 2 – Provisional Solar PV and EV Charger Layouts.

Facility	EV Charging Station Transformers
Natividad Medical Center	Three (3) step-up 208/120 Volt to 480 Volt transformers

19. Provision of safety and security measures shall be provided as required by and coordinated with the County.
20. The schedule assumes work will be allowed to proceed year-round in a continuous manner. All construction activities shall be coordinated with County around site schedules and operation.

### EV Layouts

Schematic engineering layouts are included in Appendix 2. These schematic engineering layouts and the electrical routing related to them are subject to change due to field conditions and upon completion of final engineering.

### EV Charging Management Software

1. ENGIE Services U.S. will install a ChargePoint management application to monitor and control the Level 2 EV chargers. ENGIE Services U.S. will be responsible for all necessary material, equipment (except as excluded below), labor, management and commissioning to provide a fully functioning monitoring system at each site listed on the table above.
2. County will have full access to the data captured from the EV chargers that records usage for billing. County can also enable viewing restrictions to specific chargers for purposes of selectively sharing data with users.
3. Following installation and commissioning, County will be solely responsible for use, functionality and capabilities of the software, including any ongoing usage fees.
4. Yearly licensing and billing fees for the EV charging stations will be the responsibility of County.
5. A prepaid 5-year Commercial Cloud Plan service subscription from ChargePoint for account management is included per charger.
6. Ongoing maintenance is the responsibility of County.
7. This Scope of Work assumes that cellular connection strength is adequate to support the chargers' network communications.
8. In the event that ENGIE Services U.S. determines that there is not sufficient capacity for the EV charging scope at any particular site, ENGIE Services U.S. will notify the County promptly, and ENGIE will determine what next steps may be required.

### Exclusions

1. Any and all electrical upgrades to increase capacity to enable connection of EV charging except where specified in the Scope of Work section above. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.
2. Permanent fencing unless otherwise stated in specific Scope of Work sections.
3. Bollards, signage, and parking lot restriping are excluded.
4. Any ADA upgrades to new or existing parking stalls is excluded.
5. Installation of new security cameras or modifications to existing security cameras is excluded.
6. Asphalt patching or restriping, except where specified in the Scope of Work section above, is excluded. All asphalt patching and restriping to return the parking lots and other areas of work to their original conditions is in the Scope of Work, as noted in the section above.
7. Additional monitoring system equipment including ports, extenders or other hardware is excluded.
8. Landscaping in areas not directly affected by the ENGIE Services U.S.' work.
9. Repair or replacement of damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify a County representative.
10. With respect to new equipment connecting to the Facilities' existing electrical distribution systems, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The County is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.
11. Painting of conduits or other surfaces, unless specified in the EV Charging Site Specific Scope sections.

### General Project Exclusions and Clarifications Applicable to All Scopes:

- ENGIE Services U.S. will be responsible for obtaining and paying for any required Building, Mechanical, and Electrical Permits.
- County of Monterey, City of Salinas, and City of Salinas Fire Department AHJ permitting fees are not included. HCAI permitting fees are included.
- The County will be responsible for hiring and paying for all inspectors and testing laboratories.
- ADA, Fire Life Safety, and other work required as a result of AHJ submission is excluded, except as noted above.

- ENGIE Services U.S. has assumed Construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions, except as noted above.
- Remediation and/or removal and disposal of Hazardous Substances, including asbestos containing materials, to be by County. If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify County representative and stop further work in the area until the material is removed.
- CEQA or other environmental studies, if required, will be the responsibility of County.
- Public Hearings, if required, will be the responsibility of County.
- ENGIE Services U.S. will require the assistance of County personnel to secure the Project Location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
- No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
- No temporary heating or cooling services are included for the duration of planned power shutoffs for the purpose of Utility interconnection. ENGIE Services U.S. will attempt to phase construction in such a way as to avoid complete interruptions of service. If temporary facilities including but not limited to power, phone lines, heating, or cooling are required, they will be provided by the County at no cost to ENGIE Services U.S.
- No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
- ENGIE Services U.S. standard construction means and methods will be used.
- County will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for ENGIE Services U.S. and ENGIE Services U.S.'s subcontractor vehicles in parking lots at the Facilities.
- Work will be performed during normal work hours; no overtime hours are included in the Contract Price except as noted above.
- The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. ENGIE Services U.S. will not be responsible for repairs or upgrades to existing systems that are not functioning properly or compliant with current codes. No allowances have been made to bring existing systems up to code. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.
- No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify County representative.
- No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
- The PV shade structure is not weather tight and will not provide shelter from rain.
- Installing water hose bibs for washing the panels is excluded.
- Parking lot repairs are excluded, except to the extent of damage caused by ENGIE Services U.S. or its subcontractors.
- Modifications to or replacement of existing electrical switchgears or panelboards are excluded. ENGIE Services U.S. is not aware of any needed modifications or replacements at the time of signature.
- Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded, except as specifically set forth in this Scope of Work.
- Painting, unless specified, is excluded.
- ENGIE Services U.S. assumes soil and site conditions for boring will allow for continuous operation of boring equipment.
- With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, County will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest NEC requirements adopted by the authority having jurisdiction. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
- Where this Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor must be included in the lighting circuits. County is responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the Facility grounding electrode system in compliance with the latest NEC adopted by the authority having jurisdiction.
- With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. County is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.



- ENGIE Services U.S. will not be responsible for existing damaged pipes, valves, and related parts and components.
- Depth of piers for canopy installations are assumed to be thirteen (13) feet. Depths of piers for ground mount installations are assumed to be eight (8) feet. No allowances have been made should soils report indicate that depth of piers should be deeper due to soil quality and/or seismic concerns, or additional seismic concerns requires deeper footings.

**ENGIE Services U.S. Beneficial Use and Warranty criteria for specific pieces of equipment:**

1. SOLAR GENERATING FACILITIES - The ENGIE Services U.S. Warranty commences immediately when the Generating Facility is capable of generating expected energy and the Utility is ready to issue the permission-to-operate letter.
  - a. Solar Module Warranty – solar modules will be provided with a 30-year manufacturer production warranty.
  - b. Solar Inverter Warranty – inverters will be provided with a 10-year manufacturer parts and service warranty.
2. EV CHARGING STATIONS – The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of two (2) weeks, to determine proper operation.
  - a. EV Charging Station equipment will be provided with a two (2) year manufacturer warranty that begins from the date of purchase for the Level 2 EV Charging Stations.
  - b. EV Charging Station installation will be provided with a one (1) year labor warranty for all Level 2 EV Charging Stations.

**Substantial & Final Completion Forms per Scope of Work:**

The table below provides the number of substantial and final completion forms that will be used to document beneficial use and final completion of each Scope of Work.

<b>ECM</b>	<b>Scope of Work</b>	<b>Location</b>	<b>Total Qty of Substantial Completions</b>	<b>Total Qty of Final Completions</b>
1	Solar Generating Facilities	1 Site	1, one per system	1, for entire ECM
2	Electric Vehicle Charging Stations	1 Site	1, one per system	1, for entire ECM

**ATTACHMENT D**  
**MONITORING INSTALLATION SCOPE OF WORK**Overview of DAS Network Installation and Equipment Requirements

ENGIE Services U.S. will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plant.

**ENGIE Services U.S. DAS Monitoring Installation:**

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s), in accordance with County's specifications.
- Test and verify County/Facility network connectivity.
  - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a revenue-grade Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated County/Facility maintenance staff.

**ATTACHMENT E  
M&V SERVICES**

**EQUIPMENT AND FACILITIES COVERED**

ENGIE Services U.S. will perform measurement and verification services (“M&V Services”) as set forth in this Attachment E with respect to County’s property at the location as listed in Attachment A.

**I. Definitions:**

Capitalized terms used in this Attachment E and not defined in the Contract have the meanings set forth below:

“**Annual M&V Fee**” means a fee payable annually in advance by County to ENGIE Services U.S., in consideration of the provision of up to five (5) years of M&V Services. The Annual M&V Fee for the first Measurement Period will be Seven Thousand Nine Hundred Sixteen Dollars (\$7,916.00). The Annual M&V Fee will be increased annually thereafter at the rate of four percent (4%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

“**Energy Production**” means the aggregate kWh measured by the Generating Facilities during the Measurement Period.

“**Energy Production Factors**” means factors identified by ENGIE Services U.S. which may affect the Energy Production of the Facilities, including: quality, quantity, and timeliness of maintenance and repairs to building electrical distribution system which were not installed by ENGIE Services U.S., but which are necessary for conveying Energy Production; inability to procure replacement parts/components; damage or defects excluded by manufacturer warranty, and not caused by ENGIE Services U.S.; soiling in excess of predicted soiling based on ENGIE Services U.S. industry-standard modeling for this project; non-operation or shutdown of the Generating Facilities by County or a third party other than ENGIE Services U.S.; and damage to the Generating Facilities not caused by ENGIE Services U.S.

“**Energy Production Term**” means the period beginning on the first day of the first Measurement Period and ending on the earlier of: (i) the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; (iii) the termination by County of the M&V Services in accordance with this Attachment E, Section (II)(E); or (iv) the failure by County to pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(F).

“**Expected Energy Production**” means the Energy Production, which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (II).

“**Measurement Period**” means each 12-month period commencing with the first day of the month immediately following the M&V Commencement Date.

**II. Terms and Conditions**

**A. Production Guarantee**

ENGIE Services U.S guarantees that not less than ninety percent (90%) of the Expected Energy Production for each site in Table E-1 will be produced every Measurement Period during the Term (the “Production Guarantee”), subject to adjustment as set forth in Attachment E, Section (III).

**Table E-1: First Year Solar PV Production**

Location	Annual Expected Energy Production (kWh)
Natividad Medical Center	4,140,678
<b>Total</b>	<b>4,140,678</b>

**B. Energy Savings Report**

ENGIE Services U.S. will provide a detailed reconciliation of the Production Guarantee to Customer annually, within ninety (90) days after the end of each Measurement Period. Such reconciliation will compare annual Energy Production, Expected

Energy Production, Adjusted Expected Energy Production, and any Production Shortfalls and Production Shortfall Penalties that may have occurred. The Energy Savings Report will also document historical performance of previous Measurement Periods.

C. Interference.

County may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, County will promptly notify ENGIE Services U.S. If an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subcontractors exists and continues for five (5) Business Days or more, County agrees that the Production Guarantee for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present County with a proposed reduction to the Production Guarantee reflecting such overshadowing, shading or other interference.

D. Solar Insolation.

Beginning at Beneficial Use or Substantial Completion for any portion of the Work, County will maintain buildings and surrounding areas such that the Generating Facilities access to insolation is not reduced. Such maintenance to include maintaining all landscaping (including tree trimming) in and around the Generating Facilities.

E. Termination of Production Guarantee.

If (i) County notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by County or by County for any reason permitted by the Contract, (iii) ENGIE Services U.S. is no longer the provider of the Maintenance Services set forth in Attachment F, or (iv) County fails to maintain the Project in accordance with this Attachment E or is in default of any of its other obligations under this Attachment E, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make Production Shortfall Penalty payments will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, ENGIE Services U.S. will have no obligation to make a Production Shortfall Penalty payment or prepare and deliver an Energy Savings Report for such Measurement Period.

F. Annual M&V Fee.

- i. Invoicing and Payment. The Annual M&V Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to County in a lump sum on the M&V Commencement Date. All subsequent Annual M&V Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. County, or its designee, will pay ENGIE Services U.S. such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless County gives ENGIE Services U.S. prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(i) will be a material default by County under the Contract, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services or to make Production Shortfall Penalty payments.
- ii. Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.
- iii. Not Refundable. The Annual M&V Fee is not refundable for any reason.

### III. Methodologies and Calculations

After the end of every Measurement Period, ENGIE Services U.S. will compare the Energy Production that has occurred in the aggregate, by site, over the Measurement Period then ended with the aggregate Expected Energy Production, by site, for such Measurement Period from Table E-1 after:

- (a) reducing Expected Energy Production to account for any loss of Energy Production attributable to
  - (i) scheduled outages required under Attachment F Maintenance Services
  - (ii) decreases in Insolation as defined in this Attachment E, Section (II)
  - (iii) inadequate Customer Maintenance as defined in this Attachment E, Section (II)
  - (iv) production degradation of 0.5% per year, on a cumulative basis
  - (v) Energy Production Factors
  - (vi) and Excusable Events, excluding Abnormally Severe Weather Conditions; and then
- (b) multiplying the result by the Weather Adjustment, defined this Attachment E, Section (III)(D), (collectively, the "Adjusted Expected Energy Production").

A. Production Shortfall

If the Energy Production for a Measurement Period was less than ninety percent (90%) of the Adjusted Expected Energy Production for such Measurement Period, then the “Production Shortfall” (in units of kWh) will be the difference between  
 (i) ninety percent (90%) of the Adjusted Expected Energy Production for such Measurement Period minus  
 (ii) the aggregate Energy Production for such Measurement Period.

The existence of a Production Shortfall will not be an event of default, but ENGIE Services U.S. will owe Customer a Production Shortfall Penalty which will be payable to Customer via check or other agreed-upon means.

**B. Production Shortfall Penalty**

The “Production Shortfall Penalty” will be an amount, expressed in Dollars, calculated by multiplying (i) the Production Shortfall (expressed in kWh) by (ii) the Shortfall Rate for the applicable Measurement Period.

**C. Shortfall Rate**

The “Shortfall Rate” will be the rate listed in Table E-2, increased each Measurement Period on a cumulative basis by five point two percent (5.2%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

**Table E-2: Shortfall Rate**

<b>Location</b>	<b>Electricity Rate (\$/kWh)</b>
Natividad Medical Center	0.1503

**D. Weather Adjustment**

Whenever the measured annual global incident irradiation for a Measurement Period is less than the expected annual global incident irradiation, the Adjusted Expected Energy Production for such Measurement Period will be multiplied by a ratio, expressed as a percentage, calculated by dividing

- (i) the measured annual global incident irradiation for such Measurement Period by
- (ii) the Expected Annual Global Incident Irradiation

For purposes of this adjustment, the “Expected Annual Global Incident Irradiation” for each site is as shown in Table E-3.

**Table E-3: Expected Annual Global Incident Irradiation**

<b>Location</b>	<b>Irradiation (kWh/m<sup>2</sup>)</b>
Natividad Medical Center – Canopy	1,876.5
Natividad Medical Center – Ground Mount	1,848.1

**ATTACHMENT F  
MAINTENANCE SERVICES**

**EQUIPMENT AND FACILITIES COVERED**

ENGIE Services U.S. will perform preventive maintenance services (“Maintenance Services”) as set forth in this Attachment F with respect to Generating Facilities being constructed on County’s property at the following Project Location:

Site Name	Site Address	City	State	Zip Code
Natividad Medical Center	1441 Constitution Boulevard	Salinas	CA	93906

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

**I. Definitions**

“Annual Maintenance Fee” means a fee payable annually in advance by County to ENGIE Services U.S., in consideration of the provision of up to twenty (20) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Sixty Thousand Seven Hundred Forty-Two Dollars (\$60,742.00). The Annual Maintenance Fee will be increased annually thereafter at the rate of five percent (5%) per annum for the first ten (10) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual Maintenance Fee for each Measurement Period after the tenth (10<sup>th</sup>) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

**II. Term**

So long as Customer pays to ENGIE Services U.S. the Annual Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to twenty (20) years from the M&V Commencement Date on an annualized basis. At the end of this term, County may:

- a. Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- b. Enter into an agreement with another service provider.
- c. Self-perform preventive maintenance.

**III. Annual Maintenance Fee; Reporting**

The Annual Maintenance Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Customer in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. County, or its designee, will pay ENGIE Services U.S. such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F will be a material default by Customer, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to County on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, County’s new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

**IV. Preventive Maintenance Services Provided**

ENGIE Services U.S. will provide the following Maintenance Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service support structure on an annual basis.
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. Monitoring: Monitor system performance on a daily basis.
- d. Cleaning:
  - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
  - ii Wash PV modules and remove accumulated dust and debris on a twice annual basis.

**V. Repair Services**

If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, or otherwise requires repair outside of warranty or outside of the Maintenance Services described in Section 3.01, County must contact the ENGIE Services U.S. PV Operations & Maintenance Manager and submit a request for quotation. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to County to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and County must execute a Work Order, on ENGIE Services U.S.'s form, a sample of which is attached hereto as Exhibit F-1, for the agreed scope of work and quotation amount. Quotations for repair work are calculated on a time and materials basis. Standard Business Hours are M-F, 7am to 5pm. Non-business Hours & Saturdays equals 1.5x Rates. Sundays & Holidays equals 2.0x Rates.

vi. Labor Category	Straight Time	
Hourly Rate – PV Electrical Journeyman Technician <sup>1</sup>	\$/hr.	County Labor Rate
Hourly Rate – PV Electrical Apprentice Technician <sup>1</sup>	\$/hr.	County Labor Rate
Hourly Rate – Senior PV Tech/Commissioning <sup>2</sup>	\$/hr.	\$175.00
Hourly Rate – Engineering <sup>2</sup>	\$/hr.	\$185.00
Hourly Rate – Project Management <sup>2</sup>	\$/hr.	\$230.00
Hourly Rate – Administrative <sup>2</sup>	\$/hr.	\$108.00
Mileage	\$/Mi	\$1.00
Material mark-up %	%	15%
Lift rental fee	\$	Current Market Price

<sup>1</sup> Trade Hourly rate will be adjusted based on the current year of the local prevailing wage determination plus burden, requirement for either travel or subsistence and lodging, and markup for services being requested.

<sup>2</sup> Escalated according to inflation rate of the year in which service occurs.

**VII. Warranty Services**

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be County's point of contact for all issues related to the ENGIE Services U.S. Warranty set forth in Section 9.01 of the Contract. County should refer to Section 9.02 of the Contract for services provided by ENGIE Services U.S. to County in relation to manufacturer's warranties. The terms and conditions of the relevant manufacturer's warranties can be found in the operation and maintenance manuals delivered to County at Final Completion.

**VII. Services and Equipment to Be Covered by County**

ENGIE Services U.S.'s obligations under this Attachment F are expressly conditioned upon County's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.

- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Inverter manufacturer warranty or replacement beyond the ten (10) year manufacturer term.
- d. Maintaining all landscaping in and around Generating Facilities including tree trimming and weed and vegetation removal around ground mount systems.
- e. In order to ensure maximum guaranteed solar PV system generation, the County will be responsible for regular tree trimming and maintenance of four (4) trees at Natividad Medical Center as noted in Attachment C to not grow above thirty feet (30') in height and maintain ten feet (10') of horizontal distance from the edge of the array.
- f. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- g. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.
- h. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- i. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.
- j. Timely reporting of, and permitting timely repair of, Generating Facilities damaged by County Persons or third parties, including damage resulting from parking lot activities. Cost of repairs is the responsibility of County.

ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by County's failure to satisfy the conditions set forth in this Attachment F.



EXHIBIT F-1  
FORM OF WORK ORDER

Work Order #\_\_

This Work Order ("Work Order") dated \_\_\_\_\_ ("Work Order Effective Date") is issued pursuant to and is subject to the terms and conditions of the Energy Services Agreement ("Agreement") by and between ENGIE Services U.S. Inc. ("ENGIE Services U.S.") and \_\_\_\_\_ ("Customer") dated \_\_\_\_\_. The terms and conditions of the Agreement are hereby incorporated into and made a part of this Work Order for all purposes.

**Project Name:**

**Scope of Work:**

**Electrical and Structural Repairs:**

**Exclusions: [edit, as needed]**

- Premium Time or Over Time
- Work on Nights or Weekends
- Cutting, Patching or Painting
- Permitting
- Plan Revisions
- Review/Edit/Writing of Specifications
- Geotechnical Reports/Inspections
- PLA/PSA Agreements
- Irrigation System Inspection/Repairs
- Landscape Repair/Tire Track Removal
- Landscape Maintenance
- Infestations

**Cost Estimate: [insert]**

Pricing assumes State prevailing wages for on-site labor. Quote valid for 30 days. Payment to ENGIE Services U.S. is not contingent on Customer's receipt of any insurance proceeds and will be invoiced by ENGIE Services U.S. to Customer in a lump sum upon the completion of the work under this Work Order.

**Acceptance and Notice to Proceed**

**By signing below, Customer agrees to the terms and conditions set forth in this Work Order and authorizes ENGIE Services U.S. to proceed with the scope of work set forth herein.**

The Parties may execute this Work Order in counterparts, each counterpart constituting an original, and all counterparts, collectively, constituting only one Work Order. The signatures of each Party need not appear on the same counterpart, and in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Work Order by their duly authorized officers as of the Work Order Effective Date.

**CUSTOMER:**

*(type Customer name here)*

**ENGIE:**

ENGIE Services U.S. Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name : \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

ATTACHMENT G

SCHEDULE OF VALUES

<b>Natividad Medical Center</b>	<b>Scheduled Value</b>
<b>Mobilization (20%)</b>	<b>\$3,446,940</b>
Canadian Solar 545w Modules	\$1,312,866
Preliminary Engineering	\$2,314,074
<b>Solar PV</b>	<b>\$12,905,920</b>
Engineering	\$1,290,592
Equipment	\$3,871,776
Labor	\$7,743,552
<b>EV Charging</b>	<b>\$1,601,840</b>
Engineering	\$160,184
Equipment	\$480,552
Labor	\$961,104
<b>Total</b>	<b>\$18,134,700</b>

DRAFT

**APPENDIX 1**

**SCHEDULED COMPLETION DATES**

The table below shows the Scheduled Completion Dates for the Project. These dates may be adjusted based on Excusable Events as defined in this Contract, or due to an executed Change Order.

<b>Milestone</b>	<b>Duration from a Signifying Event</b>	<b>Signifying Event</b>
County and ENGIE Execute Design Build Agreement	0 Days	
Notice To Proceed	10 Days	Closure of Finance
Submittal of 60% Drawing Sets	40 Days	Notice to Proceed
County Responses to 60% Drawing Sets	10 Days	Submittal of 60% Drawing Sets
Submittal of 90% Drawing Sets	60 Days	Notice to Proceed
County Responses to 90% Drawing Sets	10 Days	Submittal of 90% Drawing Sets
Submittal of Final Engineering Drawings for Permit	85 Days	Notice to Proceed
Construction Start	90 Days	Permit Approvals
Natividad Medical Center Substantial Completion	315 Days	Permit Approvals
Final Completion	500 Days	Permit Approvals

Note: This Schedule assumes that the County will reply to all Submittals and Requests for Information (RFIs) within ten (10) business days. Any delays in responses to Submittals or RFIs beyond this time will extend the schedule and may result in a corresponding Change Order.

**APPENDIX 2**

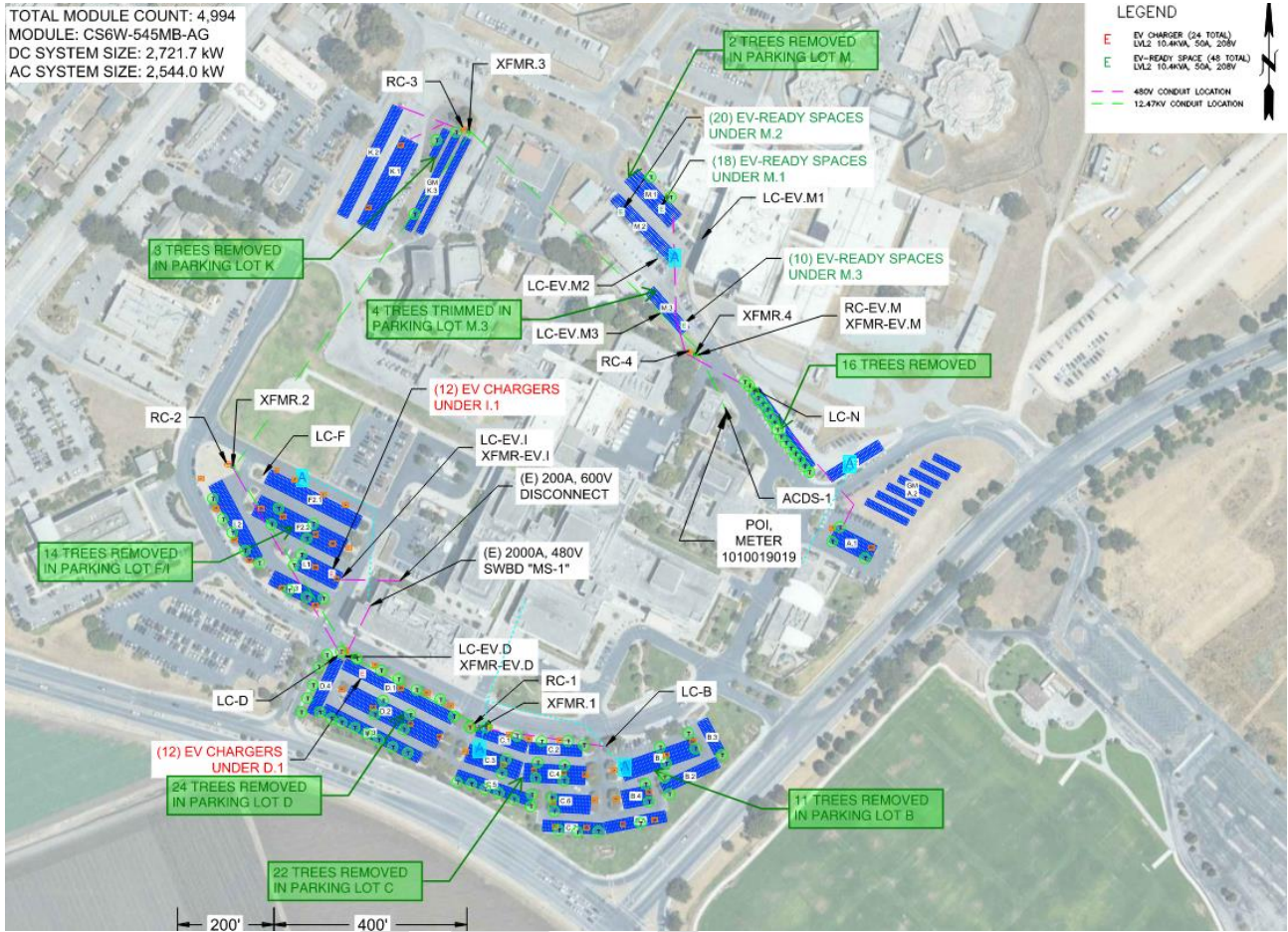
**PROVISIONAL SOLAR PV AND ELECTRIC VEHICLE CHARGING STATION LAYOUTS**

Figure 1 shows the provisional locations of the Solar PV structures and the EV charging stations.

- Orange "LP" designates light poles that will need to be removed.
- Green "T" designates trees and other vegetation that will need to be removed and/or trimmed.
- Blue "A" designates emergency call poles at Natividad Medical Center that will have power brought to them.



Figure 1 – Natividad Medical Center





# County of Monterey

**Item No.13**

## Board Report

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

**Legistar File Number: A 25-314**

**August 12, 2025**

**Introduced:** 7/21/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health Services or designee to execute a Non-Standard Professional Services Agreement with Syracuse University, on behalf of its Burton Blatt Institute, for the provision of program management and consultation services to fulfill the approved “Multi-County Collaborative Psychiatric Advance Directives - Phase II” Mental Health Services Act Innovation Plan for a total Agreement not to exceed \$1,000,000 for the term retroactively beginning July 1, 2025 through June 30, 2029. Due to late and ongoing contract negotiations, with direction for an effective date of July 1, 2025, the agreement took additional time to review and agendize, which by necessity makes the agreement retroactive when presented to the Board.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

Approve and authorize the Director of Health Services or designee to execute a Non-Standard Professional Services Agreement with Syracuse University, on behalf of its Burton Blatt Institute, for the provision of program management and consultation services to fulfill the approved “Multi-County Collaborative Psychiatric Advance Directives - Phase II” Mental Health Services Act Innovation Plan for a total Agreement not to exceed \$1,000,000 for the term retroactively beginning July 1, 2025 through June 30, 2029. Due to late and ongoing contract negotiations, with direction for an effective date of July 1, 2025, the agreement took additional time to review and agendize, which by necessity makes the agreement retroactive when presented to the Board.

SUMMARY/DISCUSSION:

The Innovation component of the Mental Health Services Act (MHSA) provides a dedicated funding source to counties to try out new and creative mental health practices or approaches that are developed within communities that are inclusive and representative of unserved and underserved populations. On April 24, 2025, Monterey County Behavioral Health was approved by the State to participate in the Psychiatric Advance Directive Multi-County Collaborative Phase II Innovation Plan, and consequently awarded a funding amount of up to \$3,000,000 to support local implementation across a four (4) year term. On June 24, 2025, the Monterey County Board of Supervisors certified the approval of this MHSA Innovation funding award.

The proposed Non-Standard Professional Services Agreement with Syracuse University is a function of participating in the Multi-County Collaborative Innovation Plan. The terms of this agreement were negotiated and are to be shared between all participating counties and Syracuse University, resulting in its categorization as a Non-Standard agreement. This Agreement will allow for continued system improvement initiatives, leveraging of multi-county program

funding, and MHSa program implementation support in Monterey County through June 30, 2029. The Contractor's scope of work includes the administration of contracts and the processing of payments to subcontractors selected to implement services for the Multi-County Collaborative, and also to provide consultation services related to disability rights policy advocacy, evaluation, and program design.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Mental Health Services Act funds. The funds for FY 2025-26 (\$252,749) have been included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2025-26 Adopted Budget. The estimated additional funds for this Agreement for FY 2026-27 (\$249,910), FY 2027-28 (\$248,077), FY 2028-29 (\$249,264) will be included in their respective Health Department Behavioral Health (HEA012, Unit 8410) Fiscal Year Requested Budgets.

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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526



Attachments:  
Board Report  
Agreement



# County of Monterey

## Item No.8

### Board Report

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

Legistar File Number: A 25-314

August 12, 2025

**Introduced:** 7/21/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health Services or designee to execute a Non-Standard Professional Services Agreement with Syracuse University, on behalf of its Burton Blatt Institute, for the provision of program management and consultation services to fulfill the approved "Multi-County Collaborative Psychiatric Advance Directives - Phase II" Mental Health Services Act Innovation Plan for a total Agreement not to exceed \$1,000,000 for the term retroactively beginning July 1, 2025 through June 30, 2029. Due to late and ongoing contract negotiations, with direction for an effective date of July 1, 2025, the agreement took additional time to review and agendize, which by necessity makes the agreement retroactive when presented to the Board.

#### RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

Approve and authorize the Director of Health Services or designee to execute a Non-Standard Professional Services Agreement with Syracuse University, on behalf of its Burton Blatt Institute, for the provision of program management and consultation services to fulfill the approved "Multi-County Collaborative Psychiatric Advance Directives - Phase II" Mental Health Services Act Innovation Plan for a total Agreement not to exceed \$1,000,000 for the term retroactively beginning July 1, 2025 through June 30, 2029. Due to late and ongoing contract negotiations, with direction for an effective date of July 1, 2025, the agreement took additional time to review and agendize, which by necessity makes the agreement retroactive when presented to the Board.

#### SUMMARY/DISCUSSION:

The Innovation component of the Mental Health Services Act (MHSA) provides a dedicated funding source to counties to try out new and creative mental health practices or approaches that are developed within communities that are inclusive and representative of unserved and underserved populations. On April 24, 2025, Monterey County Behavioral Health was approved by the State to participate in the Psychiatric Advance Directive Multi-County Collaborative Phase II Innovation Plan, and consequently awarded a funding amount of up to \$3,000,000 to support local implementation across a four (4) year term. On June 24, 2025, the Monterey County Board of Supervisors certified the approval of this MHSA Innovation funding award.

The proposed Non-Standard Professional Services Agreement with Syracuse University is a function of participating in the Multi-County Collaborative Innovation Plan. The terms of this agreement were negotiated and are to be shared between all participating counties and Syracuse University, resulting in its categorization as a Non-Standard agreement. This Agreement will allow for continued system improvement initiatives, leveraging of multi-county program

funding, and MHSAs program implementation support in Monterey County through June 30, 2029. The Contractor's scope of work includes the administration of contracts and the processing of payments to subcontractors selected to implement services for the Multi-County Collaborative, and also to provide consultation services related to disability rights policy advocacy, evaluation, and program design.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Mental Health Services Act funds. The funds for FY 2025-26 (\$252,749) have been included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2025-26 Adopted Budget. The estimated additional funds for this Agreement for FY 2026-27 (\$249,910), FY 2027-28 (\$248,077), FY 2028-29 (\$249,264) will be included in their respective Health Department Behavioral Health (HEA012, Unit 8410) Fiscal Year Requested Budgets.

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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:  
Board Report  
Agreement

## **PERSONAL SERVICES AGREEMENT BETWEEN SYRACUSE UNIVERSITY AND COUNTY OF MONTEREY**

This **Agreement** is made by and between County of Monterey, a political subdivision of the State of California (hereinafter "COUNTY"), and Syracuse University, on behalf of its Burton Blatt Institute (hereinafter "UNIVERSITY"). COUNTY and UNIVERSITY being collectively referred to as the "Parties" and each individually a "Party."

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

### **1.0 GENERAL DESCRIPTION.**

- 1.01 The COUNTY hereby engages UNIVERSITY to perform, and UNIVERSITY hereby agrees to perform, the services described in **Exhibit A, Statement of Work**, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
  
- 1.02 The Psychiatric Advance Directives Project, Phase 2 (PADs 2), a multi-county collaborative Behavioral Health Services Act innovation project in the State of California, will engage UNIVERSITY, whose Burton Blatt Institute has expertise in the field of project evaluation, disability rights, technology, and legislative efforts at the request of counties may assist in the development and implementation of the PADs 2 Project. Professor Peter Blanck, PhD., J.D. of the Burton Blatt Institute will lead these efforts in an advisory role as well as overseeing the PADs 2 evaluation component on behalf of the UNIVERSITY. In addition, UNIVERSITY will provide fiscal and administrative support and oversight of PADs 2 subcontractors and/or consultants.

### **2.0 PAYMENT PROVISIONS.**

- 2.01 COUNTY shall pay the UNIVERSITY in accordance with the payment provisions set forth in **Exhibit A** subject to the limitations set forth in this Agreement.

### **3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from **July 1, 2025** to **June 30, 2029** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both UNIVERSITY and COUNTY and with COUNTY signing last, and **UNIVERSITY may not commence work before COUNTY signs this Agreement.**

### **4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

- 4.01 The following attached exhibit is incorporated herein by reference and constitute a part of this Agreement: **Exhibit A, Statement of Work**, which includes the following components: 1) Scope of Services, 2) Approved Budget, including budget detail and budget narrative, and 3) Payment Terms.

5.0 PERFORMANCE STANDARDS.

- 5.01 UNIVERSITY provides reasonable assurance that UNIVERSITY and UNIVERSITY'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, to the best of its knowledge, are not employees of the COUNTY, or immediate family of an employee of the COUNTY.
- 5.02 UNIVERSITY, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 UNIVERSITY 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. UNIVERSITY shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in Paragraph 6.02. In no event shall the maximum amount payable under this Agreement exceed **\$1,000,000**.
- 6.02 Negotiations for rate changes shall be commenced, by UNIVERSITY, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the COUNTY and the UNIVERSITY.
- 6.03 UNIVERSITY shall submit such invoice not more frequently than monthly, but at least quarterly, or at the completion of services, but in any event, not later than 60 days after completion of services.
- 6.04 UNIVERSITY's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by COUNTY. Payments to UNIVERSITY should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.
- 6.05 All invoices to COUNTY shall be supported, at UNIVERSITY, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services will be provided upon request.

- 6.06 County may withhold or delay any payment if UNIVERSITY fails to comply with any provision of the Contract.
- 6.07 COUNTY shall not reimburse UNIVERSITY for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.
- 6.08 Payment Terms specific to the services provided by the UNIVERSITY are located in Exhibit A, Statement of Work, of this Agreement. To the extent inconsistency exists between Article 6.0, Payment Conditions, and Exhibit A Payment Terms of this Agreement, the Payment Terms of Exhibit A shall prevail in the order of precedence.

**7.0 TERMINATION.**

- 7.01 During the term of this Agreement, either Party may terminate the Agreement with cause, with 30 calendar days written prior notice to the other Party. "Cause" shall include, but is not limited to, the failure of UNIVERSITY to perform the required services in a manner materially inconsistent with this Agreement. In the event of termination for cause, the Party alleged to be in failure of performance shall have 20 calendar days from the date of notice to cure the stated failure in performance ("Cure Period"). To the extent a longer period of cure may be reasonably necessary, the Parties may agree to extend the Cure Period beyond the initial 20 calendar days. If the Party fails to cure the breach within the Cure Period, or its extension as applicable, the Agreement shall be deemed terminated as of the date the Cure Period expires.
- 7.02 In the event of termination for cause by COUNTY, the amount payable to UNIVERSITY under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination. In the event of termination for cause, the County may proceed with the work in any manner which the County deems proper. Any costs incurred by and/or owed to the County as a result of the termination for cause, including procuring a new provider to complete the Agreement, shall be deducted from any sum due the UNIVERSITY under this Agreement.
- 7.03 The County reserves the right to terminate this Agreement without cause upon 30 calendar days prior written notice to UNIVERSITY. In the event of such a termination, the UNIVERSITY shall be paid for all work performed, all costs incurred, and all non-cancelable commitments in place up to and including the date of termination. The UNIVERSITY may terminate this Agreement without cause in the event of the departure from employment of UNIVERSITY key personnel, such that UNIVERSITY would no longer possess the expertise to complete the services hereunder.
- 7.04 The County's payments to UNIVERSITY under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to UNIVERSITY, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event of such a termination, County shall pay UNIVERSITY for all services provided and any non-cancelable commitments made prior to the date of termination.

## 8.0 INDEMNIFICATION.

- 8.01 UNIVERSITY shall indemnify, defend with counsel approved in writing by County, and hold harmless the County, its officers, agents, and employees from and against any and all third-party claims, liabilities and losses arising out of or related to the UNIVERSITY's negligence or more culpable conduct in connection with the UNIVERSITY's performance of work under this Agreement (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees), unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

## 9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the UNIVERSITY shall provide a "Certificate of Insurance" or evidence of self-insurance certifying that all coverage and endorsements as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

UNIVERSITY agrees to keep such insurance coverage, Certificates of Insurance, evidence of self-insurance and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY.

UNIVERSITY shall ensure that all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall be covered under UNIVERSITY's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY. UNIVERSITY shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from UNIVERSITY under this Contract. It is the obligation of UNIVERSITY to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by UNIVERSITY through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department unless otherwise directed. The UNIVERSITY shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the UNIVERSITY.

9.02 Qualifying Insurers:

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



If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

- 9.03 Insurance Coverage Requirements: Without limiting UNIVERSITY's duty to indemnify, UNIVERSITY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance or self-insurance with the following minimum limits of liability:

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

**Professional Liability Insurance,** \$1,000,000 per claims made with \$1,000,000 aggregate.

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

- 9.04 Other Requirements:

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof. UNIVERSITY shall notify County in writing within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Each policy shall provide coverage for UNIVERSITY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability shall provide an endorsement naming

County of Monterey, its elected and appointed officials, officers, agents, and employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT with respect to liability arising out of the UNIVERSITY'S work, including ongoing and completed operations and shall further provide that such insurance is primary. Any insurance or self-insurance maintained by the County shall be excess and non-contributing. and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the UNIVERSITY'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or a form at least as broad. The required endorsement for primary non-contributing is ISO form CG 20 01 04 13, or a form at least as broad.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County of Monterey, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against County of Monterey, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Prior to the execution of this Agreement by the County, UNIVERSITY shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the UNIVERSITY has in effect the insurance required by this Agreement. The UNIVERSITY 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.

UNIVERSITY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify UNIVERSITY and UNIVERSITY shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by UNIVERSITY to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of UNIVERSITY's current audited financial report. If UNIVERSITY's SIR is approved, UNIVERSITY, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from UNIVERSITY's, its agents, employee's or subcontractor's performance of this Agreement, UNIVERSITY shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) UNIVERSITY's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the UNIVERSITY's SIR provision shall be interpreted as though the Agreement was an insurer and the County was the insured.

County expressly retains the right to require UNIVERSITY to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by the County of Monterey Risk Manager as appropriate to adequately protect County.

County shall notify UNIVERSITY in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to UNIVERSITY, and County shall be entitled to all legal remedies.

If the UNIVERSITY fails to maintain insurance acceptable to the County for the full term of this Agreement, the County may terminate this Agreement for cause.

## 10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. UNIVERSITY 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. UNIVERSITY shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless County specifically permits UNIVERSITY to disclose such records or information, provided, however, that UNIVERSITY may make any disclosures required by and law and respond to a subpoena lawfully issued by a court of competent jurisdiction. UNIVERSITY shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. UNIVERSITY shall not use any confidential information gained by UNIVERSITY in the performance of this Agreement except for the sole purpose of carrying out UNIVERSITY's obligations under this Agreement.

10.02 Subcontractor Confidentiality. UNIVERSITY shall execute an agreement with its subcontractors, as appropriate, to ensure any client data collected and maintained as part of the PADs 2 Project is protected and kept confidential using safeguards and other protections that are consistent with standards set forth in applicable federal and state confidentiality laws, including HIPAA and 42 CFR Part 2.

10.03 County Records. When this Agreement expires or terminates UNIVERSITY shall

upon County's request, return to County any County records which UNIVERSITY used or received from County to perform services under this Agreement.

- 10.04 Maintenance of Records. UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY shall retain said records until such action is resolved.
- 10.05 Access to and Audit of Records. With reasonable prior written notice, and at times during UNIVERSITY's normal business hours, the County shall have the right to examine, monitor and audit those records, documents, conditions and activities of the UNIVERSITY and its subcontractors that are directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.06 Royalties and Inventions. County shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by UNIVERSITY under this Agreement. UNIVERSITY shall not publish any material containing any confidential information the County disclosed in connection with this Agreement without the prior written approval of County.

#### 11.0 NON-DISCRIMINATION.

- 11.01 Non-Discrimination. In the performance of this Contract, UNIVERSITY agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. UNIVERSITY acknowledges that a violation of this provision shall subject UNIVERSITY to penalties pursuant to Section 1741 of the California Labor Code.

#### 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, UNIVERSITY will comply with all the provisions of said contract, to the extent applicable to UNIVERSITY as a subgrantee under said contract and said

provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to UNIVERSITY, at no cost to UNIVERSITY.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, UNIVERSITY is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and UNIVERSITY shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. UNIVERSITY 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 UNIVERSITY's performance of this Agreement. In connection therewith, UNIVERSITY shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of UNIVERSITY' s failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and UNIVERSITY' S contract administrators at the addresses listed below:

**FOR COUNTY**

Elsa Jimenez  
Director of Health Services  
1270 Natividad Rd., Salinas CA 93906  
831-755-4526

**FOR UNIVERSITY**

Stuart Taub, Director  
211 Lyman Hall  
Syracuse, NY 13244  
315-443-9356

**15.0 MISCELLANEOUS PROVISIONS.**

UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to UNIVERSITY, this obligation shall apply to UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

15.01 **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or

excuse for any other different or subsequent breach.

- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the UNIVERSITY.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the UNIVERSITY. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 UNIVERSITY. The term "UNIVERSITY" as used in this Agreement includes UNIVERSITY's officers, agents and employees acting on UNIVERSITY's behalf in the performance of this Agreement.
- 15.05 Dispute Resolution. Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution ("CPR"). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.
- 15.06 Successors and Assignment. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by UNIVERSITY without the express written consent of County. Any attempt by UNIVERSITY to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- 15.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and UNIVERSITY expressly reserve the right to contract with other entities for the same or similar

services.

- 15.13 Construction of Agreement. The County and UNIVERSITY agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County, or the UNIVERSITY represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the UNIVERSITY with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the UNIVERSITY as of the effective date of this Agreement which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. Except for Article 6.00 Payment Provisions, where Exhibit A Payment Terms shall prevail, in the event of any conflict or inconsistency between any other 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.
- 15.18 Force Majeure. The UNIVERSITY will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. County acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the UNIVERSITY's or its subcontractors' ability to perform the services set forth in this Agreement.
- 15.19 Severability. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.20 Debarment. UNIVERSITY shall certify that neither UNIVERSITY nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Where UNIVERSITY as the recipient of federal funds, is unable to certify to any of the statements in the certification, UNIVERSITY must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.

- 15.21 Lobbying. On best information and belief, UNIVERSITY certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, UNIVERSITY to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 15.22 Taxes. Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the UNIVERSITY.
- 15.23 Patent/Copyright Materials/Proprietary Infringement. Unless otherwise expressly provided in this Contract, UNIVERSITY shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. UNIVERSITY warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. UNIVERSITY agrees that, in accordance with the more specific requirement contained in Section 8, above, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such infringement claims.
- 15.24 Changes. UNIVERSITY shall make no changes in the work or perform any additional work without the County's specific written approval.
- 15.25 Change of Ownership/Name, Litigation Status, Conflicts with County Interests. UNIVERSITY agrees that if there is a change or transfer in ownership of UNIVERSITY's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume UNIVERSITY's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

In addition, UNIVERSITY has the duty to notify the County in writing of any change in the UNIVERSITY's status with respect to name changes that do not require an assignment of the Contract. The UNIVERSITY is also obligated to notify the County in writing if the UNIVERSITY becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the UNIVERSITY's performance under the Contract, as well as any potential conflicts of interest between UNIVERSITY and County that may arise prior to or during the period of Contract performance. While UNIVERSITY will be required to provide this information without prompting from the County any time there is a change in UNIVERSITY's name, conflict of interest or litigation status, UNIVERSITY must also provide an update to the County of its status in these areas whenever requested by the County.

The UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the UNIVERSITY, this obligation shall apply to the UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this



Contract. The UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- 15.26 Compliance with Laws. UNIVERSITY represents and warrants that services to be provided under this Contract shall materially comply, at UNIVERSITY's expense, with all, laws, statutes, restrictions, ordinances, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on UNIVERSITY to ensure such compliance, and pursuant to the requirements of paragraph 8.0. UNIVERSITY agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- 15.27 Attorney Fees. In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- 15.28 Interpretation. This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- 15.29 Employee Eligibility Verification. The UNIVERSITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The UNIVERSITY shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The UNIVERSITY shall retain all such documentation for all covered employees for the period prescribed by the law. The UNIVERSITY shall indemnify and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the UNIVERSITY or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- 15.30 COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES. This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions

Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

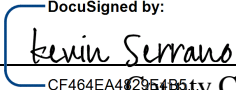
By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By:  \_\_\_\_\_  
County Counsel

Date: 7/14/2025 | 3:14 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By:  \_\_\_\_\_  
Auditor-Controller's Office

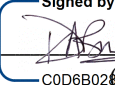
Date: 7/15/2025 | 7:15 AM PDT

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_


Syracuse University

By: \_\_\_\_\_  
Contractor's Business Name \*  
 \_\_\_\_\_  
Signature of Chair, President,  
or Vice-President) \*

Duncan Brown Vice President for Research

Date: \_\_\_\_\_  
Name and Title

6/26/2025 | 7:07 AM PDT

By:  \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer) \*

Brett Padgett SVP and CFO

Date: \_\_\_\_\_  
Name and Title

7/1/2025 | 5:22 AM PDT

## Exhibit A – County of Monterey

### The Psychiatric Advance Directives Project, Phase 2 (PADs 2)

#### I. Scope of Work (SOW)

Syracuse University (SU) will serve as the fiscal administrator for the multi-county Psychiatric Advance Directives Project, Phase 2 (PADs 2). With assistance and approval from the Project Director, Kiran Sahota of Concepts Forward Consulting, SU will engage the selected subcontractors on each county's behalf and provide oversight of subcontractors' budgets and invoices, including approved direct and indirect costs. Moreover, SU will administer and manage all applicable contracts and provide financial oversight, including financial reporting to counties, subcontractors, and project management.

To achieve these objectives, SU will provide a dedicated team to coordinate all related operational, legal, and fiscal activities within the various departments at SU, including the Offices of Sponsored Programs and Sponsored Accounting, Payroll, Purchasing, Disbursements, and the Burton Blatt Institute as the principal investigator and engaged external evaluator for the implementation of PADs 2 across all counties.

Activities handled by SU will include:

- Drafting, finalizing, renewing, and updating all contracts with counties, subcontractors, and other parties as required.
- Reviewing contracts to ensure completeness, accuracy, and conformity with county policies and applicable California state and federal regulations.
- Overseeing the confidentiality requirements of vendors and subcontractors as established in Section 10.0 of this Agreement.
- Performing background vetting and checks of potential vendors and subrecipients.
- Completing financial risk analyses of potential vendors and subrecipients.
- Reviewing invoices for accuracy, compliance, and alignment with the project scope.
- Ensuring that payments to vendors and subrecipients are made accurately and promptly.
- Establishing appropriate formats and a schedule for financial updates.
- Coordinating deliverables and communications with project management and counties.
- Attending meetings with counties and project management to provide financial updates.
- Advising on various financial, accounting, or related legal issues as they arise.

**II. Budget – County of Monterey**

	2025-2026	2026-2027	2027-2028	2028-2029	Total
<b>Personnel Costs</b>					
Salaries	16,560	17,057	17,568	18,095	69,279
Fringe benefits	4,496	4,631	4,770	4,913	18,809
<b>Total Personnel Costs</b>	<b>21,056</b>	<b>21,687</b>	<b>22,338</b>	<b>23,008</b>	<b>88,089</b>
<b>Other Direct Operating Costs</b>					
Travel	1,586	1,586	1,586	1,586	6,343
Materials and supplies	76	76	76	79	306
<b>Total Other Direct Operating Costs</b>	<b>1,661</b>	<b>1,661</b>	<b>1,661</b>	<b>1,665</b>	<b>6,648</b>
<b>Subcontracts and Services</b>					
Burton Blatt Institute (Syracuse University)	39,485	37,615	35,371	35,635	148,107
Concepts Forward Consulting	43,418	43,418	43,418	43,418	173,671
Chorus Innovations	91,555	91,555	91,555	91,555	366,219
Painted Brain	18,877	18,877	18,877	18,877	75,509
Idea Engineering	18,877	18,877	18,877	18,877	75,509
Alpha Omega Translations	3,775	3,775	3,775	3,775	15,102
Legal Consultant (vendor)	2,962	2,962	2,962	2,962	11,850
<b>Total Subcontracts and Services</b>	<b>218,950</b>	<b>217,080</b>	<b>214,836</b>	<b>215,100</b>	<b>865,966</b>
<b>Total Indirect Costs</b>	<b>11,083</b>	<b>9,481</b>	<b>9,242</b>	<b>9,491</b>	<b>39,297</b>
<b>Budget total</b>	<b>252,749</b>	<b>249,910</b>	<b>248,077</b>	<b>249,264</b>	<b>1,000,000</b>

**III. Budget Narrative – County of Monterey**

**A. Personnel Salary Costs**

Personnel costs include salaries, wages and fringe benefits for personnel engaged at SU to accomplish the objectives as described above in the SOW, and other direct expenses necessary for these individuals to carry out the work as agreed.

**Peter Blanck**, Ph.D., J.D., Principal Investigator will provide 0.21 FTE (0.875 summer months of effort and 1.7 months during the academic year) in each of the four years of the project for oversight of all project activities. As PI, Dr. Blanck has responsibility for overall execution of the project, including financial management. Dr. Blanck will spend time in California, including attending meetings with the project manager and the project teams, counties and subcontractors.

**Ingrid Stefano** will in her capacity as Director of Research Administration at BBI, oversee the financials for the multi-county project, working closely with Dr. Blanck and the fiscal management team at SU to ensure developments in the project are translated and communicated to the team and appropriate administrative offices at SU. She will support and advise the Assistant Project Director and help resolve any challenges that may arise related to the administration of the project. She will oversee internal control related to the project, including regular control of invoices and other expenses. She will devote 0.21 FTE (1.2 calendar months) of effort in each of the four years of the project.

**Heather DiBlasi**, Assistant Project Director will be main person responsible for the financial management of the multi-county project devoting 1 FTE (12 calendar months) in each of the project years. She will work closely with the Director of Sponsored Programs and the BBI Director of Research Administration to manage all project-related contracts and agreements, and revise and renew these as required. Moreover, she will manage subcontracts, purchase orders, and related invoices to oversee the correct distribution of costs to each county in agreement with the contracts.

Ms. DiBlasi will have the day-to-day oversight of expenditures, budget tracking, and financial reporting, ensuring that all relevant parties are kept informed of spending and any events impacting the projected expenditures. She will be the main point of contact and coordinator between SU departments, project management, subcontractors, vendors, and counties with respect to the financial administration of the project. She will attend regular meetings with counties, project management, subcontractors, or other relevant parties and provide financial updates.

**Sean Kelly**, budget analyst, will support the projects with financial analysis, including costs projection models for PADs 2. He will devote 0.05 FTE (0.6 calendar month) each year of the project period.

*Personnel Salary Costs: Total of \$69,279 for County of Monterey.*

Fringe Benefits are calculated as direct costs in accordance with Syracuse University's indirect cost rate agreement (Department of Health and Human Services: 06/04/2024 rates: 16.3% for faculty during the summer; 29.3% for faculty during the academic year and full-time staff, 12.7% for graduate students; 7.9% for temporary wages). Actual rates in place during the project period will be charged.

*Fringe Benefit Costs: Total of \$18,809 for County of Monterey.*

## **B. Other Direct Costs**

Other Direct Operating Costs include computing costs and necessary materials and supplies, and travel for the PI, assistant project director, and other SU staff as deemed necessary to participate in the annual meeting and other convenings in California.

*Other Direct Costs: Total of \$6,648 for County of Monterey.*

## **Subcontracts and Service Providers:**

The following organizations will be engaged as subcontractors or Service Providers as directed by the Project Manager:

- **Burton Blatt Institute (Syracuse University)** – \$148,107 is requested for Burton Blatt Institute's project evaluation team to work in collaboration with the PADs Project Director, each county's PADs project managers, and project sub-contractors including Chorus, Idea, Painted Brain, and others to conduct a longitudinal qualitative and quantitative evaluation of the PADs Phase 2 web-based platform.
- **Concepts Forward Consulting** – \$173,671 is requested for the overall full project management of PADs 2.
- **Chorus Innovations** – \$366,219 is requested for software development of a secure, private and accessible technology platform for PADs.

- **Painted Brain** – \$75,509 is requested for participation in stakeholder discussions, provision of county technical assistance, legal expertise, and training of peer specialists / county mental health professionals in use of PADs platform.
- **Idea Engineering** – \$75,509 is requested for developing a statewide platform to for education, communications, and media support surrounding the PADs solution.
- **Alpha Omega Translations** – \$15,102 is requested for translation services for PADs technology platform.

The following organization will be engaged as a service provider (vendor):

- Legal Consultant (TBD) - \$11,850 is requested for legal consultant services.

*Subcontracts and Service Provider Costs: Total of \$865,966 for County of Monterey.*

### **C. Indirect Operating Costs**

Syracuse University applies indirect costs to modified total direct costs (MTDC), consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).

For this project, Syracuse University will apply a discounted indirect cost rate to the MTDC as agreed with the Project Manager and participating California counties.

*Indirect Operating Costs: Total of \$39,297 for County of Monterey.*

### **D. Total Project Costs:**

*Cumulative Total of \$1,000,000 for County of Monterey.*

**IV. Payment Terms: Cost Reimbursement**

It is agreed to and understood by the Parties that the University shall be reimbursed for all costs incurred in connection with this project up to the amount of **\$1,000,000** (the "Project Cost") as established by the Statement of Work and Approved Budget in this Exhibit A. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses. Unspent budgeted funding is automatically carried forward to the next budget year and available for project expenditure without the need for COUNTY prior approval.

Reimbursement shall be made by the COUNTY upon receipt of itemized invoices. Each invoice must reference the County account number. Invoices shall be submitted not more frequently than monthly but must be submitted at least quarterly in accordance with the Approved Budget.

The COUNTY shall not be liable for any payment in excess of the Project Cost unless this Agreement Exhibit A is modified in writing. Within sixty (60) days after the termination of this Agreement the University shall submit a final financial report setting forth costs incurred.

Checks shall be made payable to 'Syracuse University' and shall be sent to:

Syracuse University  
Bursar's Office  
Attn: Director, Sponsored Accounting  
119 Bowne Hall  
Syracuse, NY 13244  
Email: [contacct@syr.edu](mailto:contacct@syr.edu)  
Tel: 315-443-2089

For the purposes of identification, each payment shall include the title of the project and the name of the Principal Investigator.





# County of Monterey

Item No.14

## Board Report

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

Legistar File Number: A 25-315

August 12, 2025

**Introduced:** 7/21/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding (MOU) with the City of Salinas for in-person mobile crisis field response services to the City of Salinas, for an amount of \$390,000 for FY 2025-26. The MOU is retroactive, and the term is July 1, 2025 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% (\$39,000) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed the maximum amount over \$429,000.

### RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

- a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding (MOU) with the City of Salinas for in-person mobile crisis field response services to the City of Salinas, for an amount of \$390,000 for FY 2025-26. The MOU is retroactive, and the term is July 1, 2025 through June 30, 2026; and
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### SUMMARY/DISCUSSION:

The County currently has an MOU with the City of Salinas for the purpose of providing mobile crises services. This MOU continues those services and will run from July 1, 2025 through June 30, 2026. The Mobile Crisis Services with the City of Salinas is to provide financing to the County for the provision of Mobile Crisis Services, as described below in this section:

The Mobile Crisis Field Response Team will provide in-person risk and safety assessments and crisis intervention; collaborate with existing treatment team members; provide linkage for those individuals in need of further behavioral health services, coordinate with emergency response, and provide follow-up services in the City of Salinas. The Mobile Crisis Field Response Team shall consist of a two-person team (as outlined in June 19, 2023 Department of Health Care Services (DHCS) Behavioral Health Information Notice (BHIN) 23-025) scheduled for 40 hours per week. COUNTY shall monitor and manage these services.

Mobile crisis field personnel will respond to acute situations as requested by first responders (fire/police) through established emergency communications procedures, and/or as part of non-emergency referral-based services as contracted by COUNTY. When requested to respond

to acute situations, mobile crisis personnel will respond out and stage at a location nearby until the scene is deemed secure by first responders.

This MOU will assure continuation of these services for the 2025-26 fiscal year beginning July 1, 2025 through June 30, 2026.

This MOU is retroactive, and the term is July 1, 2025 through June 30, 2026. Due to ongoing discussions/negotiations with the City of Salinas, additional time was needed to allow for the City of Salinas Council to agendaize and review.

The MOU has not yet been signed by the outside agency as the City of Salinas' signing process requires that the BOS and the Director of Health or designee sign first as MCBH is the contractor.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 1) Build Community Power and Partners' Capacity to Increase Equity and Improve Health. 2) Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel, Risk Management and the Auditor-Controller have reviewed and approved this Amendment as to legal form and fiscal provisions, respectively.

FINANCING:

The City of Salinas is providing funding in the amount of \$390,000 for Fiscal Year (FY) 2025-26. The funds for FY 2025-26 are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) FY 2025-26 Adopted Budget.

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: Sandra Cortez, Management Analyst II, 755-4694

Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Memorandum of Understanding



# County of Monterey

## Item No.9

### Board Report

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

Legistar File Number: A 25-315

August 12, 2025

**Introduced:** 7/21/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

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- 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: Sandra Cortez, Management Analyst II, 755-4694

Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING**

Between

County of Monterey,  
On behalf of the DEPARTMENT OF HEALTH  
BEHAVIORAL HEALTH BUREAU

and

THE CITY OF SALINAS

for

**“Mobile Crisis Services Program”**

July 1, 2025-June 30, 2026

## Memorandum of Understanding

### I. DECLARATION

This MOU is entered into by and between the COUNTY OF MONTEREY, on behalf of the DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH BUREAU, (hereinafter referred to as COUNTY), and the CITY OF SALINAS, (hereinafter referred to as CITY) for the purpose of collaborating on the Mobile Crisis Services Program in the City of Salinas.

### II. BACKGROUND

The purpose of the Mobile Crisis Services Program with the City of Salinas is for the CITY to provide financing to the COUNTY for the provision of Mobile Crisis Services, as described below in this section:

The Mobile Crisis Field Response Team will provide in-person risk and safety assessments and crisis intervention; collaborate with existing treatment team members; provide linkage for those individuals in need of further behavioral health services, coordinate with emergency response, and provide follow-up services in the City of Salinas. The Mobile Crisis Field Response Team shall consist of a two-person team (as outlined in June 19, 2023 Department of Health Care Services (DHCS) Behavioral Health Information Notice (BHIN) 23-025) scheduled for 40 hours per week. Work schedule to be determined in coordination with COUNTY and CITY and may be subject to change based on community needs. COUNTY shall monitor and manage these services.

Mobile crisis field personnel will respond to acute situations as requested by first responders (fire/police) through established emergency communications procedures, and/or as part of non-emergency referral-based services as contracted by COUNTY. When requested to respond to acute situations, mobile crisis personnel will respond out and stage at a location nearby until the scene is deemed secure by first responders.

### III. TERM

This agreement shall commence effective July 1, 2025, and remain in full force and effective through June 30, 2026, or unless sooner terminated as provided herein. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. This agreement may be renewed, amended, or renegotiated upon mutual written consent of all parties.



**IV. PRINCIPLES OF AGREEMENT**

- 1. CITY agrees to:
  - a. Pay for the Mobile Crisis Services Program – City of Salinas in a total amount not to exceed \$390,000 as described below in subsection (2)(a).
- 2. COUNTY agrees to:
  - a. Generate a monthly invoice for expenditures incurred from the Mobile Crisis Services Program – City of Salinas, in a total amount not to exceed \$390,000 in aggregate, in accordance with the payment schedule outlined in the table below:

Fiscal Year (FY)	Monthly Invoice Amount	Total by FY
2025-2026 (07/01/25-06/30/26)	\$32,500	\$390,000
<b>Total Maximum Liability</b>		<b>\$390,000</b>

- b. Submit monthly invoice (Exhibit A) to:
  - City of Salinas
  - Attn: Finance Department
  - 200 Lincoln Ave.
  - Salinas, CA 93901
- c. Monitor the Mobile Crisis Services Program- City of Salinas- to assure effective execution of the program.

**V. MEETINGS/COMMUNICATION**

COUNTY shall facilitate programmatic update meetings with CITY and contract vendors every other month beginning July 2025.

**VI. REPORTING REQUIREMENTS / DATA SHARING**

COUNTY agrees to prepare quarterly operational reports for CITY that include non-contact specific statistical service utilization data such as, but not limited to; call origin, frequency, type, geographic data, dispatch and response times, as well as general outcomes for continuing quality monitoring and improvement of the program. This report shall include vendor and/or 3<sup>rd</sup> party related statistical data as well as budgetary, revenue and collections data.

**VII. INSURANCE**

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

**VIII. MUTUAL INDEMNIFICATION**

1. CITY shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from any claim, liability, loss, injury, or damage rising out of, or in connection with, performance of this MOU by CITY and/or its agents, members, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by COUNTY. It is the intent of the Parties to this MOU to provide the broadest possible indemnification for COUNTY. CITY shall reimburse COUNTY for all costs, attorneys' fees, expenses, and liabilities incurred by COUNTY with respect to any litigation in which CITY is obligated to indemnify, defend, and hold harmless COUNTY under this MOU.

2. COUNTY shall indemnify, defend, and hold harmless CITY, its officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this MOU by COUNTY and/or its agents, members, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by CITY. It is the intent of the Parties to this MOU to provide the broadest possible coverage for CITY. COUNTY shall reimburse CITY for all costs, attorneys' fees, expenses, and liabilities incurred by CITY with respect to any litigation in which COUNTY is obligated to indemnify, defend, and hold harmless CITY under this MOU.

**IX. NOTICE**

Notice to the parties in connection with this agreement shall be given personally, or by regular mail, addressed as follows:

**CITY OF SALINAS**

Lisa Murphy  
Assistant City Manager  
200 Lincoln Avenue  
Salinas, CA 93901  
(831)758-7441  
lisagm@ci.salinas.ca.us

**COUNTY OF MONTEREY**

Elsa M. Jimenez  
Director of Health Services  
1270 Natividad Road  
Salinas, CA 93906  
(831)755-4526  
jimenezem@ countyofmonterey.gov

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written below:

**COUNTY OF MONTEREY**

**CITY OF SALINAS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Elsa M. Jimenez, Director of Health Services

By: Rene Mendez, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form

Approved as to Legal Form

Signature: *Kevin Serrano*  
CF464EA4829E4B5...

Signature: \_\_\_\_\_

By: Kevin Serrano, Deputy County Counsel

By: Christopher A. Callihan, City Attorney

Date: 7/15/2025 | 4:19 PM PDT

Date: \_\_\_\_\_

Approved as to Fiscal Provisions

Signature: *Patricia Ruiz*  
E79FE64E57454E6

By: Patty Ruiz

Date: 7/15/2025 | 2:20 PM PDT

**EXHIBIT A: INVOICE FORM**

**Invoice Form**

	<b>Invoice Number:</b> <input style="width: 90%;" type="text"/>
<b>Contractor :</b> County of Monterey Department of Health, Behavioral Health	
<b>Address Line 1</b> 1270 Natividad Road	<b>PO No.:</b> <input style="width: 90%;" type="text"/>
<b>Address Line 2</b> Salinas, CA 93906	
	<b>Invoice Period:</b> <input style="width: 90%;" type="text"/>
<b>Tel. No.:</b> <input style="width: 90%;" type="text"/>	
<b>Fax No.:</b> <input style="width: 90%;" type="text"/>	
<b>Contract Term:</b> July 1, 2025- June 30, 2026	<b>Final Invoice :</b> (Check if Yes) <input style="width: 50px; height: 20px;" type="checkbox"/>

Service Description	Total Annual Contract Amount (FY 2025-26)	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Mobile Crisis Services Pilot      Cash Flow Advance Amount \$32,500 per month	390,000.00			390,000.00	100%
<b>TOTALS</b>	390,000.00			390,000.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Send to: Department of Finance  
 City of Salinas  
 200 Lincoln Ave. Salinas, CA 93901

City of Salinas Authorization for Payment

Authorized Signatory	Date
----------------------	------

Memorandum of Understanding between  
 The County of Monterey Department of Health, Behavioral Health Bureau  
 and the City of Salinas  
 Mobile Crisis Services Program  
 FYs 7/01/25-6/30/26

**EXHIBIT B: PROGRAM DESCRIPTION**

**MOBILE CRISIS IN-PERSON RESPONSE**

**CITY OF SALINAS**

**(July 1, 2025- June 30, 2026)**

**I. PROGRAM NARRATIVE**

1. Mobile Crisis Field Response Team (MCFRT) provides face-to-face field-based behavioral health crisis response, triage, and stabilization to individuals and families who are experiencing an acute behavioral health crisis. The Mobile Crisis Field Response Team will provide in-person risk and safety assessments and crisis intervention; collaborate with existing treatment team members; provide linkage for those individuals in need of further behavioral health services, coordinate with emergency response (40 hours per week, work schedule to be determined by COUNTY and may be subject to change based on community needs); and provide follow up services in the City of Salinas. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood, and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events.

The Substance Abuse and Mental Health Services Administration (SAMHSA) identifies mobile crisis services as a critical component of an effective behavioral health crisis continuum of care. The purpose of the Mobile Crisis Field Response is to provide a rapid face-to-face response to persons who are experiencing a behavioral health crisis and execute a brief crisis assessment to evaluate the persons status with the goal of mitigating any immediate risk of danger to self or others, determining a short-term strategy for restoring stability, and identifying appropriate follow-up care. Such services are to be provided at the physical location where the person is currently located or at an alternate mutually agreed upon safe and secure location in the community.

The Mobile Crisis Field Response Team is a required service by the Department of Healthcare Services (DHCS) to be available for Medi-Cal eligible beneficiaries by December 31, 2023, Behavioral Health Information Notice (BHIN 23-025) outlines the minimum program requirements. This Program works hand in hand with the COUNTY's 24/7 Mobile Crisis Dispatch.

## **II. PROGRAM GOALS AND OBJECTIVES PROGRAM GOALS AND OBJECTIVES**

### **1. PROGRAM GOALS**

- a. Improve community wellness in the City of Salinas with immediate high-quality face-to face response to behavioral health crises and psychiatric emergencies countywide through collaboration with the Mobile Crisis Dispatch Center that works to divert psychiatric crises before major impacts on the safety and stability of individuals and families occur.
- b. Reduce the volume and frequency of other more restrictive and less appropriate services, including inpatient hospitalization or law enforcement involvement.

### **2. PROGRAM OBJECTIVES**

- a. CONTRACTOR will add sufficient staff to provide one (1) two-person team of qualified mobile crisis responders (as defined in BHIN 23-025) to be based out of Salinas to provide City-wide mobile crisis field response and crisis intervention services in Salinas 40 hours per week. Work schedule to be determined by COUNTY and may be subject to change based on community needs.
- b. Crisis Responders shall provide face-to-face mental health services to a person experiencing a psychiatric emergency or exhibiting acute psychiatric symptoms. Collateral contact may also be provided to the person who is receiving the face-to-face and/or telephone mental health services from the Mobile Crisis Response Team. The Mobile Crisis Field Responders shall provide services as necessary to resolve the individual's crisis and engage the individual in appropriate voluntary services to reduce the need for involuntary hospitalization.
- c. Crisis Responders shall conduct WIC 5150/5585 evaluations and assessments for persons identified as danger to self, danger to others, or gravely disabled due to mental illness, to include the legislative updates included in Senate Bill 43 expanding the definition of Grave Disability to take effect in Monterey County January 1, 2026. If a person does not meet criteria for a WIC 5150/5585, Crisis Responders shall engage in safety planning and work to stabilize the situation in the community and ensure that an appropriate safety plan is implemented and follow up in person or by telephone the within 72 hours Crisis Responders shall provide referrals and linkages to other providers, including social services, and facilitate an expedited referral when there is a treatment need to do so to avoid hospitalization.
- d. Crisis intervention services shall be defined as an immediate therapeutic response by phone and/or face-to-face and/or telehealth contact. This response shall encompass multiple functions including direct service provision of counseling

and/or mental status evaluation, risk / safety assessment, providing information regarding behavioral health services and related issues; referral to alternate resources; and consultation with referring agencies and/or family and significant others of the person in crisis whenever possible.

- i. **Crisis Intervention:** Therapeutic interventions are provided to engage the adult, child, or youth in safety and risk assessment. MCFRT staff will complete a Crisis Assessment Tool and short-term safety plan with the client. If further emergency psychiatric treatment is needed, the MCFRT will work with the caregivers to develop a plan for immediate referral to emergency psychiatric services in the community. The MCFRT will work closely with family, law enforcement, paramedics, and/or psychiatric emergency staff when necessary to assist with the referral process for a smooth transition to acute psychiatric care. In the event of an acute mental health crisis, the MCFRT may assess clients for a WIC 5150/5585 hold.
- ii. **Case Management:** The MCFRT may make a referral to a community provider and/or work with existing treatment team members to ensure linkage to needed services.
- iii. **Assessment:** An assessment may be provided to the client during follow up services to assist them in further understanding the feelings, behaviors and triggers linked to the crisis. The intent of this service is to have a MCFRT staff contact the client's support systems (social workers, therapist, teacher, psychiatrist, etc.) to work together on the best ways to improve or maintain their mental health status. Services may be provided during a crisis.
- iv. **Mental Health Rehabilitation:** A service activity that includes, but is not limited to, assistance improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming, and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
- v. **Collateral:** A service activity involving a significant support person in the client's life for the purpose of addressing the mental health needs of the client in terms of achieving goals of the client's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client; consultation and training of the significant support person(s) to assist in better understanding of mental illness; and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.

- e. The Mobile Crisis Field Responder shall coordinate care planning efforts with COUNTY for existing Monterey County Behavioral Health clients to provide the least restrictive interventions needed for each situation and ensure the client receives comprehensive and consistent care and the necessary services to maintain stabilization.
- f. The Mobile Crisis Field Responder shall conduct follow up services that may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for clients and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.
- g. Third party contractor to work alongside and in close partnership with County Behavioral Health staff, local 988 and Community Crisis Line provider to augment County staffing and existing County mobile crisis services.
- h. At least one Mobile Crisis Field Responders in a Team of Two (2) shall be carrying, trained, and able to administer naloxone as clinically necessary.
- i. The Mobile Crisis Field Responders shall provide services and respond to Behavioral Health clinics and programs, contracted provider clinics and programs, community board and care facilities, homeless shelters, law enforcement, schools, and anywhere in the community in all regions of the Salinas (including remote areas).
- j. The Mobile Crisis Field Responders shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
- k. The Mobile Crisis Field Responders shall provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- l. The Mobile Crisis Field Responders shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, discharges, and mobile response call log data. Responder shall document all notes and services in the Avatar Electronic Health Record following documentation guidelines.
- m. The Mobile Crisis Field Responder shall complete and enter information into the County's Electronic Health Record, Avatar, as required in accordance with the



County's Documentation Guidelines and timeliness standards. It is best practice to document crisis services prior to the end of the shift and complete all related documentation within 24 hours of the services provided.

- n. The Mobile Crisis Field Responders shall complete and document services and discharge clients within 5 days. Any exceptions shall be made in coordination with the clinical supervisor and clinical justification documented.

### **III. FIELD CRISIS RESPONSE PROCEDURES**

1. If a community face-to-face intervention is required, mobile crisis responders shall arrive at the community-based location where a crisis occurs in a timely manner. Specifically, mobile crisis teams shall arrive:
  - a. Within 60 minutes of the client being determined to require mobile crisis services in urban areas; and
  - b. Within 120 minutes of the client being determined to require mobile crisis services in rural areas.
2. Crisis Responders shall call/coordinate with the mobile crisis dispatch center, seek patient information as applicable, and inform of any known additional support needs or recommendations. Crisis Responders shall also report the call disposition of the client being evaluated as soon as it is determined.
3. Mobile Crisis Services Encounter shall include, at minimum:
  - a. Initial face-to-face crisis assessment;
  - b. Mobile crisis response;
  - c. Crisis planning, as appropriate, or documentation in the client's progress note of the rationale for not engaging the client in crisis planning; and
  - d. A follow-up check-in within 72 hours (or DHCS requirements), or documentation in the client's progress note that the client could not be contacted for follow-up despite reasonably diligent efforts by the mobile crisis team.
  - e. When appropriate, each mobile crisis services encounter shall also include:
    - i. Referrals to ongoing services; and/or
    - ii. Facilitation of a warm handoff.
4. Mobile crisis field response teams shall be prepared and staffed at all times to deliver all mobile crisis service components, even though there may be some circumstances in which it is not necessary or appropriate to provide all components (e.g., if the mobile crisis team can de-escalate a situation onsite, it may not be necessary to facilitate a warm handoff to a higher level of care).

5. Mobile Crisis Services shall not be provided in the following settings due to restrictions and/or because these facilities and settings are already required to provide other crisis services:
  - a. Inpatient Hospital;
  - b. Inpatient Psychiatric Hospital;
  - c. Emergency Department;
  - d. Mental Health Rehabilitation Center;
  - e. Intermediate Care Facility;
  - f. Settings subject to the inmate exclusion such as jails, prisons and juvenile detention facilities;
  - g. Other crisis stabilization and receiving facilities (e.g., crisis respite, crisis stabilization units, psychiatric health facilities, psychiatric inpatient hospitals, etc.).
6. Mobile Crisis Field Responders shall complete and enter information into the County's Electronic Health Record, Avatar, as required in accordance with the County's Documentation Guidelines and timeliness standards. It is best practice to document crisis services prior to the end of the shift and complete all related documentation within 24 hours of the services provided.
7. Consistent with documentation requirements in BHIN 22-019 mobile crisis teams must document problems identified during the encounter on the client's problem list within their medical record. Mobile crisis field response teams must also create a progress note that describe all service components delivered to the client. Progress notes should be completed within 24 hours of providing mobile crisis services.
8. Mobile Crisis Field Responder shall provide in-person follow-up or phone call as soon as possible but in all cases within 72 hours of crisis call for all calls not resulting in a WIC section 5150 hold or subsequent placement in an acute setting. Progress notes for all follow-up interventions and plans shall be documented according to Behavioral Health Documentation Guidelines and in keeping with timeliness standards.
  - a. For every Mobile Crisis field response contact who is an open county BH client, the designated crisis responder or designee shall, within twenty-four (24) hours, email the care coordinator, copying the program supervisor for the applicable program/region. Anyone with an open assignment, and anyone responsible for coordinating the individual's behavioral health treatment, shall be informed on when the individual was evaluated and the nature of the risk.
9. If a mobile crisis team receives information that a client is receiving services from a care manager, it shall alert the client's care manager(s) of the behavioral health crisis, as applicable, and coordinate referrals and follow-up consistent with privacy and confidentiality requirements. Mobile crisis teams shall ensure that they have the client's consent for these disclosures in cases where consent is required by applicable

law.

10. The Mobile Crisis Field Responders shall complete, the mobile crisis call log in Avatar detailing crisis calls, including, but not limited to date/time information, responses, and outcomes. It is best practice to complete the mobile crisis call log the same day as the call for service, and within 24 hours of the services provided in keeping with agency timeliness standards for crisis documentation as outlined by DHCS in BHIN 22-019.

## **I. TREATMENT SERVICES**

### **1. MODE OF SERVICE: Outpatient**

### **2. OFFICE SITES**

Mobile Crisis Responders will be based out of the Community Crisis Services office located at:

1441 Constitution Blvd  
Building 400, Suite 200  
Salinas, CA 93906

### **3. HOURS OF OPERATION**

- a. At least one (1) two-person team of qualified mobile crisis responders (as defined in BHIN 23-025) will be based out of Salinas to provide City-wide mobile crisis field response and crisis intervention services in Salinas 40 hours per week. Work schedule to be determined by COUNTY and may be subject to change based on community needs.
- b. The MCFRT shall also provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.

### **4. REPORTING REQUIREMENTS**

- a. COUNTY and any mobile crisis contracted provider will partner to be able to gather needed data and report out completely on data points as required by DHCS for provision of Medi-Cal Mobile Crisis Services Benefit by using information and data available through Avatar as well as other available dispatch software and specialized dashboards. Required data to include but not limited to:
  - i. Client demographics (age, race, ethnicity, sexual orientation, gender identity, etc.)
  - ii. Crisis location
  - iii. Response times
  - iv. Disposition of encounter

- v. Professional titles of each member participating in the mobile crisis response
  - vi. Use of telehealth
  - vii. If transportation was needed, and is so, what type was provided
  - viii. Law enforcement involvement
  - ix. Information about follow-up check-ins
- b. COUNTY and any mobile crisis contracted provider shall comply with all data requests from the COUNTY specific to the Mobile Crisis Services rendered in the City of Salinas. In addition to the above data points, COUNTY will also provide the following information on a quarterly basis:
- i. Agency requesting Mobile Crisis Services
  - ii. Number of individuals responded to that are also current clients of MCBH
  - iii. Zip code of call for service within the City of Salinas
  - iv. Call origin
  - v. Frequency
  - vi. Type
  - vii. Geographic data
  - viii. Dispatch and response times
  - ix. General outcomes

**5. MEETINGS/COMMUNICATIONS**

The Contract Monitor shall convene regularly scheduled meetings with any mobile crisis contracted provider. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications.

**V. DESIGNATED CONTRACT MONITOR**

Kelley Molton, LCSW, CCISM  
Behavioral Health Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1441 Constitution Blvd.  
Building 400, Suite 200  
Salinas, CA 93906  
(831) 796-1715



# County of Monterey

**Item No.15**

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

## Board Report

**Legistar File Number: A 25-316**

**August 12, 2025**

**Introduced:** 7/21/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula for acute inpatient psychiatric Medi-Cal services and acute crisis stabilization unit (CSU) services, for a maximum County obligation of \$3,045,124 for the FY 2025-26, with a retroactive term of July 1, 2025 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% (\$304,512) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over \$3,349,636.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula for acute inpatient psychiatric Medi-Cal services and acute crisis stabilization unit (CSU) services, for a maximum County obligation of \$3,045,124 for the FY 2025-26, with a retroactive term of July 1, 2025 through June 30, 2026; and
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### SUMMARY/DISCUSSION

The County contracted with the Community Hospital of the Monterey Peninsula for acute inpatient Medi-Cal services for the periods of FY 2006-2025 and for the CSU services for periods of FY 2023-2025.

This Agreement with the Community Hospital of the Monterey Peninsula is for one (1) fiscal year term from July 1, 2025 to June 30, 2026, which renews and updates Agreement A-16991 ending June 30, 2025. This Agreement renews inpatient and day treatment psychiatric services and crisis stabilization unit (CSU) services on the Monterey Peninsula by contracting the Community Hospital of the Monterey Peninsula to provide services to clients reimbursed under Medi-Cal for the next fiscal year.

This Agreement provides \$1,312.22 per day per client based on a negotiated rate in consideration of the Medi-Cal Hospital Services Regional Average Negotiated Rates for Acute Inpatient-Psychiatric Services; \$472.40 per day per client for Hospital Inpatient Administrative

Day Services based on the most recent County Interim Rate set by the State until the County maximum reimbursement rate schedule is established; and \$255 per client per hour for the CSU services.

Due to late and ongoing contract negotiations, with direction for an effective date of July 1, 2025, the agreement took additional time to review and amend, which by necessity makes the agreement retroactive when presented to the Board.

This Agreement contains the County’s standard 30-day “no cause” provision (Section V, B) and an additional defunding provision (Section V, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by 1991 Realignment funding and Medi-Cal. The funds for this Agreement for FY 2025-26 are included in the Health Department’s Behavioral Health (HEA012, Unit 8410) Fiscal Year 2025-26 Adopted Budget.

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: Tami Nguyen, Management Analyst, 279-4740

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:

Board Report

Agreement



# County of Monterey

**Item No.10**

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

## Board Report

**Legistar File Number: A 25-316**

**August 12, 2025**

**Introduced:** 7/21/2025

**Current Status:** Health Department -  
Consent

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### SUMMARY/DISCUSSION

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This Agreement provides \$1,312.22 per day per client based on a negotiated rate in consideration of the Medi-Cal Hospital Services Regional Average Negotiated Rates for Acute Inpatient-Psychiatric Services; \$472.40 per day per client for Hospital Inpatient Administrative



Day Services based on the most recent County Interim Rate set by the State until the County maximum reimbursement rate schedule is established; and \$255 per client per hour for the CSU services.

Due to late and ongoing contract negotiations, with direction for an effective date of July 1, 2025, the agreement took additional time to review and amend, which by necessity makes the agreement retroactive when presented to the Board.

This Agreement contains the County's standard 30-day "no cause" provision (Section V, B) and an additional defunding provision (Section V, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by 1991 Realignment funding and Medi-Cal. The funds for this Agreement for FY 2025-26 are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 2025-26 Adopted Budget.

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: Tami Nguyen, Management Analyst, 279-4740

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:

Board Report

Agreement

**COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: \_\_\_\_\_

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services  
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “COUNTY”) and **COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA** (hereinafter “CONTRACTOR”).

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. DEFINITIONS**

**A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)**

“Behavioral Health Information Notice” or “BHIN” means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

**B. BENEFICIARY OR CLIENT**

“Beneficiary” or “client” mean the individual(s) receiving services.

**C. DHCS**

“DHCS” means the California Department of Health Care Services.

## II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Hospital Inpatient and Day Treatment Intensive Services on an Inpatient Fee-for-Service Medi-Cal program, and Crisis Stabilization Unit Services.**

## III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

- EXHIBIT A: PROGRAM DESCRIPTION -- Medi-Cal Fee for Service Program / Crisis Stabilization Unit
- EXHIBIT B: PAYMENT AND BILLING PROVISIONS – Medi-Cal Fee for Service Program / Crisis Stabilization Unit
- EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
- EXHIBIT H: AUDITS AND AUDIT APPEALS
- EXHIBIT I: REQUIREMENTS FOR 5150 DESIGNATION

## IV. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

## V. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **July 1, 2025** and shall remain in effect until **June 30, 2026**.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
  2. CONTRACTOR'S failure to abide by Grievance decisions;
  3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
  4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;
  5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;
  6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
  7. CONTRACTOR loses its licensure or certification;
  8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
  9. Breach by CONTRACTOR of any confidentiality obligation;
  10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
  11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
  13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
  14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.
- E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
  2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
  3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
  4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in

accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

## **VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS**

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

## **VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

### **A. ICD-10**

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

## VIII. PROGRAM INTEGRITY

### A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

### B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.
2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.
3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.
4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:
  - a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
  - b. A history of loss of license or felony convictions;
  - c. A history of loss or limitation of privileges or disciplinary activity;
  - d. A lack of present illegal drug use; and
  - e. The application's accuracy and completeness



5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.
6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.
7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

**C. SCREENING AND ENROLLMENT REQUIREMENTS**

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))
2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))
3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

**IX. CONTRACT MONITORING AND QUALITY CONTROL**

- A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System (“CSI”). Units of time reporting are subject to special review and audit.
- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

**X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS**

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY’S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
  - 1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children’s Insurance Program, except for emergency services.
  - 2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General (“OIG”) or the California State Medi-Cal Suspended and Ineligible Provider List (“S&I”) maintained by the California Department of Health Care Services (DHCS).

- a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.
- b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

## **XI. PATIENT RIGHTS**

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.
- C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (1), (3) and (4).
- D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

### E. Network Adequacy

1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).
2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.
4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

F. Practice Guidelines

1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:
  - a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
  - b. They consider the needs of the clients;
  - c. They are adopted in consultation with contracting health care professionals; and
  - d. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).
2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Incentive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:
  - a. Complete written description of event including outcome;
  - b. Written report of CONTRACTOR's investigation and conclusions;
  - c. List of persons directly involved and/or with direct knowledge of the event.
3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

J. Client Informing Materials

1. Basic Information Requirements
  - a. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
  - b. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
  - c. CONTRACTOR shall utilize the COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
  - d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))

- e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:
  - i. The format is readily accessible;
  - ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;
  - iii. The information is provided in an electronic form which can be electronically retained and printed;
  - iv. The information is consistent with the content and language requirements of this agreement;
  - v. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

## 2. Language and Format

- a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))
- b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
- c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))
  - i. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))
- d. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))
- e. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

- f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

### 3. Beneficiary Informing Materials

- a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:
  - i. Guide to Medi-Cal Mental Health Services
  - ii. COUNTY Beneficiary Handbook (BHIN 22-060)
  - iii. Provider Directory
  - iv. Advance Health Care Directive Form (required for adult clients only)
  - v. Notice of Language Assistance Services available upon request at no cost to the client
  - vi. Language Taglines
  - vii. Grievance/Appeal Process and Form
  - viii. Notice of Privacy Practices
  - ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
- b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
- c. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
- d. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.
- e. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

- f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:
  - i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
  - ii. Mails a printed copy of the information upon the client's request to the client's mailing address;
  - iii. Provides the information by email after obtaining the client's agreement to receive the information by email;
  - iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
  - v. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

#### 4. Provider Directory

- a. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.
- b. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
- c. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.
- d. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

## **XII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION**

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all



services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

- B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

**XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE**

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR’S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.
- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act’s reporting requirements.
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act’s reporting requirements.

**XIV. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing

or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

## XV. INSURANCE

- A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.  
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.
- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
  2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.
- D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete 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 Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

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

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made

in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

## **XVI. ACCESS TO AND AUDIT OF RECORDS**

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.
- D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this

Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

## **XVII. NON-DISCRIMINATION**

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR’S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such 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 unlawful discrimination. In addition, CONTRACTOR’S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B. Discrimination defined. The term “discrimination,” as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 (“Procedures for Investigation and Resolution of Discrimination Complaints”); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures

established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

### **XVIII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

### **XIX. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or

organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

## **XX. INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

## **XXI. SUBCONTRACTING**

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

## **XXII. GENERAL PROVISIONS**

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.



- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. 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.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- G. 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.
- H. 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.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. 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.
- R. Format of Deliverables: For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

**XXIII. NOTICES AND DESIGNATED LIAISONS**

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

**COUNTY OF MONTEREY**

Melanie Rhodes  
Behavioral Health Bureau Chief  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4580

**CONTRACTOR**

Mike McDermott, MD  
President / CEO  
Community Hospital of the Monterey  
Peninsula  
PO Box HH  
Monterey, CA 93942  
(831) 625-4503

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

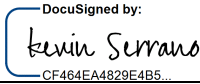
**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Department Head

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By:  \_\_\_\_\_  
County Counsel

Date: 7/17/2025 | 9:02 AM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By:  \_\_\_\_\_  
Auditor-Controller's Office

Date: 7/17/2025 | 3:36 PM PDT

Reviewed as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA**

**CONTRACTOR NAME**

Contractor's Business Name \*

By:  \_\_\_\_\_

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

Mike McDermott, MD, President / CEO  
Name and Title

Date: 7/2/2025 | 9:04 PM PDT

By:  \_\_\_\_\_

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

Matthew Morgan, Vice President / CFO  
Name and Title

Date: 7/2/2025 | 10:42 AM PDT

County Board of Supervisors' Agreement Number: \_\_\_\_\_

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

<sup>1</sup>Approval by the Office of the County Counsel is required.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

**EXHIBIT A: PROGRAM 1 DESCRIPTION – Medi-Cal Fee-for-Service Program**

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**I. IDENTIFICATION OF PROVIDER**

Community Hospital of the Monterey Peninsula  
P.O. BOX HH  
Monterey, CA 93942

**II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE**

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

**III. PROGRAM NARRATIVE**

Community Hospital of the Monterey Peninsula (CHOMP) will provide specialty inpatient professional and mental health services designed to insure appropriate psychiatric treatment within a secure setting.

**IV. PROGRAM GOALS**

The goal of the inpatient unit is to treat and stabilize patients who meet Medical Necessity Criteria for specialty inpatient mental health services and to coordinate with other programs within the local behavioral health system so as to enable all clients to function at an optimum level within the community.

**V. PROGRAM OBJECTIVES**

- A. To reduce acute symptoms that prevent patients from functioning in a community-based setting.
- B. To reduce the need for specialty inpatient mental health services by providing a transition between the hospital and community-based services.
- C. To provide appropriate referrals to medical, social and behavioral health services.

**VI. TREATMENT SERVICES EACH FISCAL YEAR**

Type of Service: Acute Inpatient-Psychiatric  
Mode of Service: 24 hour services, 7 days a week (hospital days)

Contracted Units of Services:

Contracted Units of Service*	FY 2025-26
Acute Inpatient - Psychiatric	90
Hospital Inpatient Administrative Day	10

\* Notwithstanding anything to the contrary, the parties hereto understand and agree that the units

of service limitations included in the Agreement for Acute Inpatient – Psychiatric and Hospital Inpatient Administrative Day apply to services provided for individuals with no coverage for whom the County is financially responsible, and do not apply to services provided to patients covered by Medi-Cal.

## **VII. POPULATION SERVED**

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health’s Medical Necessity Criteria and who are retrospectively authorized by COUNTY’S (Monterey County Behavioral Health - MCBH) Behavioral Health Services staff, will be eligible for coverage.

## **VIII. ELIGIBILITY / RETROSPECTIVE AUTHORIZATION**

To be eligible for cost recovery, all services will be authorized for payment by the COUNTY’S concurrent review process. The Treatment Authorization Request (TAR), along with pertinent and relevant portions of a patient’s medical records, must be submitted to COUNTY within fourteen (14) calendar days after the client’s discharge date. COUNTY will approve or deny the TAR within fourteen (14) calendar days after receipt. If approved, COUNTY will mail the TAR to the State for payment.

(The remainder of this page is left intentionally blank)

## **EXHIBIT A: PROGRAM 2 DESCRIPTION – Crisis Stabilization Unit**

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### **I. IDENTIFICATION OF PROVIDER**

Community Hospital of the Monterey Peninsula  
P.O. BOX HH  
Monterey, CA 93942

### **II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE**

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

### **III. PROGRAM NARRATIVE**

Community Hospital of the Monterey Peninsula (CHOMP) will provide crisis stabilization unit (CSU) services designed to ensure psychiatric treatment is provided in the most appropriate setting.

### **IV. PROGRAM GOALS**

The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location to support medication adjustments and psychiatric support services outside of the Emergency Department. An initial psychiatric diagnostic assessment will be conducted, followed by treatment with a period of observation, staff-patient engagement, clinical reassessment, and concurrent resource/disposition planning.

### **V. PROGRAM OBJECTIVES**

- A. To avoid the exacerbation of acute symptoms in patients with severe mental illness presenting in the Emergency Department.
- B. To reduce the need for specialty inpatient mental health services by placing patients with severe mental illness presenting in the Emergency Department in a more therapeutic setting to facilitate short-term recovery.

### **VI. TREATMENT SERVICES EACH FISCAL YEAR**

Type of Service: Crisis Stabilization Unit Services.

Mode of Service: Hourly, as medically necessary, up to 23 hours of service in a 24-hr. period.

### **VII. POPULATION SERVED**

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who are retrospectively authorized by COUNTY'S Behavioral Health Services staff, will be eligible for coverage.

## **VIII. ADMISSIONS/BASIC SERVICES/CONTINUED STAY & DISCHARGE CRITERIA**

### **ADULTS – Admission / Inclusion / Exclusion Criteria:**

#### **Inclusion Criteria**

- a) Acute psychiatric episode as primary problem.
- b) Anticipate a stabilization within 24 hours or less, understanding this may take longer.
- c) 18 years of age or older.
- d) Patient is cooperative and able to take direction.

#### **Inclusion Considerations**

- a) Exceptions are determined by clinical leadership.

#### **Exclusion Criteria**

- a) Actively in restraints.
- b) Escalating agitation leading to aggressive behavior .
  - i) Acutely at risk.
  - ii) Impulsive aggressive behavior.
- c) Elopement Risk.
- d) Exceeds weight capacity.
  - i) Weight Limit for recliners is 350 lbs.
- e) Pending Medical Clearance.
  - i) Clinical testing (EKG, labs, etc.) will only be required if medically indicated.
  - ii) Unstable vital signs without explanation.
  - iii) Infectious disease patient requiring isolation.
  - iv) Positive COVID-19 patients.
- f) Advanced Dementia, Delirium, or acute encephalopathy as a primary diagnoses.
- g) Patients requiring 1:1 supervision and care.
- h) Patients in the custody of any forensic staff for any crime.
- i) Clinical Intoxication.
  - i) To a level where patient is unable to participate in the observation process.
  - ii) Without acute mood/psychotic symptoms.
  - iii) Without exacerbation of underlying psychiatric condition.

#### **Exclusion Considerations**

- a) Patients presenting initial behaviors that could increase agitation of other CSU patients.
- b) Patients on a LPS legal status does not preclude them from admission to the CSU.
- c) Non–Ambulatory patients.
  - i) Depending on details of mobility and assistance needs.
- d) Inability to provide own care requiring assistance from more than one person.
- e) Late pregnancy.
- f) Use of restraints for a period of time with unresolved issue.

### **Coordination with Monterey County Behavioral Health (MCBH)**

- a) Upon admission, MCBH Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
- b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
- c) Upon discharge and/or transfer MCBH Post Hospital Team will be notified of disposition.
- d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners.
- e) Notwithstanding the foregoing, the parties acknowledge that the County is not available during non-business hours, and agree that all Hospital communication described under this section can occur as soon as is reasonably possible during next available business hours, and that admissions, transfers and discharges shall not be delayed if otherwise appropriate during non-business hours due to lack of available communication with the County.

### **Continued Stay Criteria**

For Continued Stay decisions, Contractor shall ensure that justification for stays beyond 23 hours and 59 minutes are documented within each patient's record in accordance to the criteria outlined in the contract. COUNTY will be responsible to review documentation as part of annual program audits and provide a summary of findings which may or may not require a corrective action plan.

For services beyond 23 hours and 59 minutes, reimbursement is based on medical necessity. CONTRACTOR shall document the medical criteria justifying why the client continues to meet the criteria for CSU level of care.

Maximum of 20 hours of billed Medi-Cal service per 24-hour period.

Patient must meet all of the following Criteria:

- a) The patient's condition continues to meet admission criteria at this level of care.
- b) The patient's treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
  - i) Notwithstanding the foregoing, a patient's continued stay while CONTRACTOR procures a more intensive level of care for the patient is permissible.
- c) The patient is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention.
- d) Barriers to progress are identified and strategies to address them are being implemented.
- e) A treatment plan has been developed and includes the individual's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the patient's clinical condition and response to treatment. Treatment planning should include support systems involvement, as appropriate and/or feasible.
- f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.



### **Discharge Criteria**

- a) Patient must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU,  
**AND**
- b) Patient no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

### **CHILD/YOUTH – Admission & Discharge Criteria – For Monterey County Medi-Cal Beneficiaries aged 17 and Younger:**

#### **Inclusion Criteria**

Child/youth must meet all of the following Criteria:

- a) The presence of an ICD-10/DSM 5 Psychiatric Diagnosis.
- b) The child/youth must be 17 years of age or younger.
  - i) Presenting with an exacerbation of psychiatric symptoms or emotional disturbance including:
    - (1) Potential threat to safety of self or others, or symptoms which severely impair age-appropriate functioning.
- c) Requires intensive clinical monitoring.
- d) Clinical evaluation indicates that the individual would benefit from a brief period (generally up to 23 hours 59 minutes, understanding this may take longer) of additional observation and assessment, stabilization, resolution-focused intervention, and aftercare planning. Stabilization of the child/youth is expected to be brief and temporary, and the youth would benefit from rapid and resolution-focused intervention.
- e) Current service providers do not believe that the child/youth can be safely managed in a less restrictive setting until intensive intervention can resolve the presenting crisis.
- f) When possible, family are expected to participate in the care and stabilization of the child/youth.
- g) Has a reliable home or placement environment with family or collateral supports willing to collaborate and participate in treatment as determined by the clinical team.
  - i) Exceptions to this criterion can be made at the discretion of CONTRACTOR's clinical team.

#### **Exclusion Criteria**

If one of the following is met, the child/youth is excluded from eligibility for the service:

- a) The individual can be safely treated in a less restrictive or intensive level of care.
- b) The youth's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting or is not expected to resolve with brief, intensive intervention.
- c) Youth with acute instability in their medical condition, including but not limited to poorly controlled diabetes, poorly controlled feeding or eating disorder, and vital sign instability.
- d) Youth who require one to one support due to psychiatric severity, chronic medical conditions, or level of cognitive/adaptive functioning.

- e) Youth with co-occurring mental health and substance use disorders for whom the substance use disorder is the primary presenting problem and/or there is acute medical instability due to intoxication or withdrawal from a substance.

**Coordination with Monterey County Behavioral Health (MCBH)**

- a) Upon admission, MCBH CSOC Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
- b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
- c) Upon discharge and/or transfer MCBH CSOC Post Hospital Team will be notified of disposition.
- d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).
- e) Notwithstanding the foregoing, the parties acknowledge that the County is not available during non-business hours, and agree that all Hospital communication described under this section can occur as soon as is reasonably possible during next available business hours, and that admissions, transfers and discharges shall not be delayed if otherwise appropriate during non-business hours due to lack of available communication with the County.

**Continued Stay Criteria**

For Continued Stay decisions, Contractor shall ensure that justification for stays beyond 23 hours and 59 minutes are documented within each patient's record in accordance to the criteria outlined in the contract. COUNTY will be responsible to review documentation as part of annual program audits and provide a summary of findings which may or may not require a corrective action plan.

For services beyond 23 hours and 59 minutes, reimbursement is based on medical necessity. CONTRACTOR shall document the medical criteria justifying why the client continues to meet the criteria for CSU level of care.

Maximum of 20 hours of billed Medi-Cal service per 24-hour period.

Child/youth must meet all of the following Criteria:

- a) The child/youth's condition continues to meet admission criteria at this level of care.
- b) The child/youth's treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
  - i) Notwithstanding the foregoing, a child/youth's continued stay while CONTRACTOR procures a more intensive level of care for the child/youth is permissible.
- c) The child/youth is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused individual, family and milieu therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention
- d) Barriers to progress are identified and strategies to address them are being implemented.
- e) A treatment plan has been developed and includes the individual's and family's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the child/youth's clinical condition and response to treatment.

Treatment planning should include active family or other support systems involvement, as appropriate and/or feasible.

- f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.
- g) The child/youth's family/natural supports are actively involved in treatment, or there are active, persistent efforts being made that can reasonably be expected to lead to the family's engagement in treatment.
- h) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).

**Discharge Criteria**

- a) Child/youth must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU,  
**AND**
- b) Child/youth no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

**IX. DESIGNATED CONTRACT MONITOR – PROGRAMS 1 AND 2**

Lara Clayton  
Behavioral Health Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1441 Constitution Blvd., bldg. 400 Ste 200  
Salinas, CA 93906  
Telephone: (831) 796-1717  
Email: ClaytonL@[countyofmonterey.gov](mailto:ClaytonL@countyofmonterey.gov)

**X. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI) – PROGRAMS 1 AND 2**

**A. Participation in the Monterey Integrated System of Care Transformation Initiative**

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events

- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- Developing a Quality Improvement (QI) action plan derived from the COMPASS- EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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## **EXHIBIT B: PAYMENT AND BILLING PROVISIONS**

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### **PROGRAM 1 – Medi-Cal Fee-for-Service Program**

#### **I. PAYMENT TYPE**

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **\$122,824**.

#### **II. PAYMENT CONDITIONS**

- A. All payments shall comply with Federal and State regulatory requirements, including but not limited to the Treatment Authorization Request (TAR) process as regulated by the California Code of Regulations, Title IX. The process specified below shall not be construed to replace or supersede regulatory requirements regarding the TAR process.
- B. In order to receive any payment under this Agreement, CONTRACTOR shall abide by the concurrent review process set forth by COUNTY. The California Code of Regulations, Title IX procedure and requirements below remain in place via the concurrent review process.
- C. In order to receive any payment under this Agreement, CONTRACTOR shall submit a Treatment Authorization Request (TAR) and the appropriate clinical records to COUNTY within fourteen (14) days of the Medi-Cal beneficiary's discharge from the hospital.
- D. In the event that a patient does not reveal his Medi-Cal eligibility or subsequently becomes eligible for Medi-Cal after discharge, the hospital will submit a TAR within sixty (60) calendar days of discovering the patient's Medi-Cal eligibility. The TAR packet shall have documentation indicating when and how the patient's Medi-Cal eligibility was discovered and verified. The COUNTY reserves the right to deny a request if it is not supported by documentation clearly indicating when and how the patient's eligibility was discovered and verified.
- E. COUNTY shall approve or deny the TAR within fourteen (14) days of receipt of the TAR and clinical records (Approved as Requested or Approved as Modified). In the event that a TAR is denied or if a modification by CONTRACTOR is needed, COUNTY will return the TAR to CONTRACTOR with an explanation of the reason for the denial, or modification needed.
- F. COUNTY shall forward the original approved TAR to the State fiscal intermediary and return a copy of the approved TAR to CONTRACTOR.
- G. Upon receipt of the copy of the approved TAR, CONTRACTOR shall submit a claim for payment to the State fiscal intermediary.

- H. In the case of a denied or returned for modification TAR, CONTRACTOR has the option of filing a first level appeal with COUNTY.
- I. If COUNTY denies the appeal, CONTRACTOR may file a second level appeal with the State Department of Mental Health.
- J. For an approved TAR, CONTRACTOR will receive payment directly from the State fiscal intermediary.

**III. PAYMENT RATE**

- A. CONTRACTOR shall be reimbursed the following inpatient bed day rates at a negotiated rate based on the Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Negotiated Rates for the period July 1, 2025 to June 30, 2026 as follows:

Service Description	MoS	SFC	FY 2025-26 Rate	UOS FY 2025-26	Grand Totals
Acute Inpatient - Psychiatric	5	10	\$1,312.22	90	\$118,099.80
Hospital Inpatient Administrative Day	5	19	\$472.40	10	\$4,723.99
<b>Total Estimated County Obligation:</b>					<b>\$122,824</b>

- B. CONTRACTOR shall be paid the COUNTY’S Maximum Allowance (CMA) rate based on the most recent State’s Maximum Reimbursement Allowance (SMA) Rates as established by the California Department of Health Care Services for Hospital Inpatient Administrative Days. The rate of 85% of the Medi-Cal Behavioral Health Fee Schedule for Monterey County shall be used until COUNTY establishes the COUNTY’S rate Schedule for Inpatient Professional Services provided to patients served by this contract after concurrent review and consistent with TAR approval, modification or denial. Professional Services to be provided, by required billing codes are:

CPT	MoS	SFC	Contracted Professional Service	Billing Minutes
99221	15	50	Initial Hospital Care	30
99222	15	50	Initial Hospital Care	50
99223	15	50	Initial Hospital Care	70
99231	15	50	Subsequent Hospital Care	15
99232	15	50	Subsequent Hospital Care	25
99233	15	50	Subsequent Hospital Care	35
99238	15	30	Hospital Discharge Day Management	30
99239	15	30	Hospital Discharge Day Management	30+
99251	15	30	Initial Inpatient Consultation	20
99252	15	30	Initial Inpatient Consultation	40
99253	15	30	Initial Inpatient Consultation	55
CPT - Current Procedure Terminology    MoS - Mode of Service    SFC - Service Function Code				

**PROGRAM 2 – Crisis Stabilization Unit**

**I. PAYMENT TYPE**

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **\$2,922,300**.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY’S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon CONTRACTOR’S compliance with policies and procedures specified in this Agreement, and CONTRACTOR’S commitment to provide care and services in accordance with the terms of this Agreement.

**III. PAYMENT RATE**

A. CONTRACTOR shall be reimbursed the Crisis Stabilization Unit hourly negotiated rate of **\$140.02**. Such rate shall be inclusive of the facility and professional component for Crisis Stabilization Unit services, billable under code S9484. The division of the Total Estimated County obligation for Crisis Stabilization Unit (CSU) services between Adults and Child/Youth, shown below, does not preclude a greater amount being reimbursed for either category as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

<b>CRISIS STABILIZATION UNIT</b>					
<b>Fiscal Year</b>	<b>Units of Service (Hours)</b>		<b>Hourly Rate</b>	<b>Funding Source</b>	<b>Totals</b>
FY 2025-26	Adults (85%):	9740	\$255.00	1991 Realignment	\$2,483,700
	Child/Youth (15%):	1720		2011 Realignment	\$438,600
	<b>Total UOS:</b>	<b>11460</b>			
<b>TOTAL ESTIMATED COUNTY OBLIGATION:</b>					<b>\$2,922,300</b>

**IV. PAYMENT CONDITIONS**

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Cost Reimbursement Invoice Form provided as Exhibit H to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for

reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

In addition to Exhibit H Behavioral Health Cost Reimbursement Invoice Form, CONTRACTOR shall provide the following information as backup/supporting documentation:

- CMS-1500 / HCFA-1500 claim form, or equivalent; and
- Additional Client Care Documentation as specified by Monterey County Quality Improvement, or equivalent documentation to provide identical information, as negotiated by CONTRACTOR and COUNTY.

CONTRACTOR is not required to obtain prior authorization, or to submit a Treatment Authorization request (TAR) as a condition of reimbursement for Crisis Stabilization Unit services under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit H, Behavioral Health Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

- B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.
- C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor within five (5) calendar days. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions. Notwithstanding anything to the contrary, CONTRACTOR shall have sixty (60) days from the date of its receipt of a fully executed copy of this Agreement to submit claims to COUNTY for services provided from July 1, 2024 through the end of the month



preceding the date on which the fully executed Agreement is delivered to CONTRACTOR via email.

- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

**V. MAXIMUM OBLIGATION OF COUNTY – PROGRAMS 1 AND 2**

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$3,045,124** for services rendered under this Agreement, under both the Medi-Cal Fee-for-Service and Crisis Stabilization Unit Programs described in Exhibit A. The not to exceed limits included under Section I. Payment Type for Program 1 and Program 2 do not preclude a greater amount from being reimbursed for either program as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

- B. Maximum Annual Liability:

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
July 1, 2025 to June 30, 2026	\$3,045,124
<b>TOTAL COUNTY MAXIMUM OBLIGATION:</b>	<b>\$3,045,124</b>

- C. The rate set forth in this Agreement shall be payment in full for services rendered under this Agreement, subject to third party liability and beneficiary (recipient of services) share of costs for specialty mental health services.
- D. If, as to the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY’S maximum liability under this Agreement.
- E. If for any reason this Agreement is canceled, COUNTY’S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- F. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

**VI. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

**VII. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

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**EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY’S authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

*By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.*

**Community Hospital of the Monterey Peninsula**  
Business Name of Contractor

Matthew Morgan  
Printed Name of Authorized Representative

Vice President/CFO  
Title of Authorized Representative

Signed by:  
  
2766AA6FB6704A2...

Signature of Authorized Representative

7/2/2025 | 10:42 AM PDT

Date

**EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;
- B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name		Community Hospital of the Monterey Peninsula	
Name of Contractor's Designee		Matthew Morgan	
Title of Designee		Vice President/CFO	
Street: P.O. Box HH			
City: Monterey		State: California	Zip: 93942
IRS Employer Identification Number		94-0760193	

*I certify that the above information is complete and correct to the best of my knowledge and belief.*

By Matthew Morgan  
 Contractor's Signature

7/2/2025 | 10:42 AM PDT

Date

## **EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY**

---

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

### **Organizations in a Culturally Competent Service System Promote:**

#### **Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

#### **Collaboration**

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

#### **Access**

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

### **Cultural Competent Services:**

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.

- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.
4. Support the county’s goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.***

**Community Hospital of the Monterey Peninsula**

Contractor (Organization Name)

Matthew Morgan

Name of Authorized Representative (*printed*)

Vice President/CFO

Title of Authorized Representative

Signed by:



2765AA6FB6704A2...

Signature of Authorized Representative

7/2/2025 | 10:42 AM PDT

Date

## EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective JULY 1, 2025 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA (“Business Associate”) (each a “Party” and collectively the “Parties”).

### RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, 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”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### AGREEMENT

#### 1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.



(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement (“Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

**2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the 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);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity’s acceptance of such practices or waiver of Covered Entity’s rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) 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 and the HITECH Act. At a minimum, the Business Associate shall provide 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 ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors 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;

(h) 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 to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; 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. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, 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;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments: Waiver.** This BAA 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 HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA 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 BAA 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 or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Community Hospital of the Monterey Peninsula  
Attn: Matthew Morgan; Vice President / CFO  
P.O. Box HH  
Monterey, CA 93942  
Phone: (831) 625-4503  
Fax: (831) 658-3978  
Email: [matthew.morgan@montagehealth.org](mailto:matthew.morgan@montagehealth.org)

If to Covered Entity, to:

County of Monterey Health Department  
Attn: Compliance/Privacy Officer  
1270 Natividad Road  
Salinas, CA 93906  
Phone: 831-755-4018  
Fax: 831-755-4797  
Email: [sumeshwarsd@countyofmonterey.gov](mailto:sumeshwarsd@countyofmonterey.gov)

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 BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, 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 provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate’s required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	\$2,000,000
12,001 – 30,000	\$3,000,000
30,001 – 60,000	\$5,000,000
More than 60,000	\$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be



available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name Matthew Morgan Print Name: Elsa M. Jimenez, MPH

Print Title Vice President / CFO Print Title: Director of Health Services

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT G: Behavioral Health Cost Reimbursement Invoice Form

<b>Contractor:</b> Community Hospital of the Monterey Peninsula	<b>Invoice Number:</b> <input style="width: 95%;" type="text"/>
<b>Address Line 1:</b> P.O. Box HH	<b>County PO No.:</b> <input style="width: 95%;" type="text"/>
<b>Address Line 2:</b> Monterey, CA 93942	<b>Invoice Period:</b> <input style="width: 95%;" type="text"/>
<b>Address Line 3:</b> <input style="width: 95%;" type="text"/>	
<b>Tel. No.:</b> (831) 625-4503	
<b>Fax No.:</b> (831) 658-3978	
<b>Contract Term:</b> July 1, 2025 - June 30, 2026	<b>Final Invoice:</b> (Check if Yes) <input style="width: 50px;" type="checkbox"/>

**BH Division:**

Service Description	Rate per Unit	Total Contracted UOS FY 2024-25	UOS Delivered this Period	UOS Delivered to Date	Remaining UOS	Total Annual Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
CSU - Adults	\$255.00	9740			9740	\$2,483,700			\$2,483,700	100.00%
CSU - Child / Youth	\$255.00	1,720			1720	\$438,600			\$438,600	100.00%
<b>TOTALS:</b>		<b>11460</b>			<b>11460</b>	<b>\$2,922,300</b>			<b>\$2,922,300</b>	<b>100.00%</b>

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Send to:  
[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

<u>Behavioral Health Authorization for Payment</u>	
_____ Authorized Signatory	_____ Date

## **EXHIBIT H: AUDITS AND AUDIT APPEALS**

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### **I. AUDITS AND AUDIT APPEALS**

- A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.
- B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.
1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
  2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
  3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
  2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such

appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
  - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
  - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. CONTRACTOR may exercise any appeal rights available to CONTRACTOR under State law. Once all of CONTRACTOR's appeal rights have been exhausted, or CONTRACTOR has waived such rights, COUNTY shall issue an invoice for any amount due. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

## **II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. Paid in one cash payment by CONTRACTOR to COUNTY;
2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
  4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR
  5. A combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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**EXHIBIT I: REQUIREMENTS FOR 5150 DESIGNATION**

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In order to receive and maintain designation by the Monterey County Board of Supervisors as a facility for 72-hour treatment and evaluation under Welfare and Institutions Code Section 5150, CONTRACTOR shall ensure that the operation of its facility for Section 5150 patients complies with the conditions set forth below. These conditions may be amended by COUNTY upon giving at least 60 days advance notice in writing CONTRACTOR. The conditions are as follows:

- 1) CONTRACTOR shall submit to the County Behavioral Health Director a description of psychiatric programs available at the LPS designated hospital. It is the designated hospital’s responsibility to update this description of services whenever appropriate.
- 2) CONTRACTOR and all persons staffing the facility shall adhere to the requirements of the LPS Act including furnishing required reports to the County Behavioral Health Director.
- 3) CONTRACTOR and all persons staffing the facility shall adhere to the patients’ rights requirements of the LPS Act.
- 4) CONTRACTOR shall reimburse COUNTY for all costs incurred by COUNTY in providing patients’ rights services for private patients.
- 5) CONTRACTOR shall reimburse COUNTY for all costs incurred by COUNTY on account of CONTRACTOR’s private patients as follows:
  - a) In connection with certification review hearings at the administrative level, including but not limited to hearing officer costs and patients’ rights advocate costs;
  - b) In connection with court hearings, including, but not limited to, attorney’s fees and costs;
  - c) COUNTY shall send to CONTRACTOR within ten (10) working days following the service month being reported a report which details the aforementioned costs incurred by the COUNTY. The report shall include the patient’s name; dates of service; time spent by the Advocate or Counsel; associated dollar amount;
  - d) The charge rates are:
 

ADVOCATE:	\$91.04 Per hour (fully loaded hourly rate)
HEARING OFFICERS:	\$140.00 Per hearing
DEPUTY COUNTY COUNSEL:	\$277.00 Per hour (fully loaded hourly rate)
SR. DEPUTY COUNTY COUNSEL:	\$317.00 Per hour (fully loaded hourly rate)
  - e) Charges shall be deducted from the CONTRACTOR’S monthly claim for service;
  - f) Any disputed payments shall be handled in accordance with Section XXV, par. 9.
- 6) The facility shall have the capacity to ensure that patients are assessed and treated for medical problems.

- 7) A facility may transfer a patient for valid clinical reasons if another facility agrees to accept the patient. The requesting facility will be responsible to pay for the transportation.
- 8) CONTRACTOR shall inform the County Behavioral Health Director of any serious incidents involving an involuntary patient.
- 9) The facility shall accept and treat patients based on bed vacancy rather than the patients' third party payor source.
- 10) The facility staff will not be authorized to initiate LPS Conservatorships and will refer all patients they consider in need of conservatorship to the Behavioral Health Division's Medical Director for evaluation.
- 11) The facility and treatment program will be reviewed on an annual basis by the County Health Department's Behavioral Health Division.
- 12) All facility staff with 5150 privileges will be annually designated by the Behavioral Health Director and will be required to have appropriate training if deemed necessary by the Behavioral Health Director.

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# County of Monterey

Item No.16

## Board Report

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

Legistar File Number: A 25-317

August 12, 2025

**Introduced:** 7/21/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No.1 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to July 16, 2025 to extend the term to December 31, 2025 and add \$335,000 of additional services, for a revised total Agreement amount not to exceed \$613,000.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No.1 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to July 16, 2025 to extend the term to December 31, 2025 and add \$335,000 of additional services, for a revised total Agreement amount not to exceed \$613,000.

### SUMMARY/DISCUSSION

The County of Monterey currently has Agreement No. A-17388 with PCH Treatment, Inc. who provides specialized residential treatment for adults, both male and female, with obsessive compulsive disorder (OCD) and anxiety-related issues. In addition to supportive housing, PCH Treatment, Inc. individualized treatment plans include Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. The Renewal and Amendment No. 1 adds five (5) OCD Treatment, Room & Board continuation cycles. This Renewal and Amendment No. 1 is retroactive to July 16, 2025 due to the need to extend treatment services for a client currently in the residential program.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2). Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 5) Develop policies and plans that support individual and community health efforts.

### OTHER AGENCY INVOLVEMENT

County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING

This Agreement is funded by Realignment (100%). The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year FY 2025-26 Adopted Budget.

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: Katherine Bonilla, Management Analyst II, 796-1743

Approved By: Elsa Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Renewal and Amendment No. 1

Agreement



# County of Monterey

Item No.11

## Board Report

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

Legistar File Number: A 25-317

August 12, 2025

**Introduced:** 7/21/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No.1 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to July 16, 2025 to extend the term to December 31, 2025 and add \$335,000 of additional services, for a revised total Agreement amount not to exceed \$613,000.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No.1 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to July 16, 2025 to extend the term to December 31, 2025 and add \$335,000 of additional services, for a revised total Agreement amount not to exceed \$613,000.

### SUMMARY/DISCUSSION

The County of Monterey currently has Agreement No. A-17388 with PCH Treatment, Inc. who provides specialized residential treatment for adults, both male and female, with obsessive compulsive disorder (OCD) and anxiety-related issues. In addition to supportive housing, PCH Treatment, Inc. individualized treatment plans include Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. The Renewal and Amendment No. 1 adds five (5) OCD Treatment, Room & Board continuation cycles. This Renewal and Amendment No. 1 is retroactive to July 16, 2025 due to the need to extend treatment services for a client currently in the residential program.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2). Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 5) Develop policies and plans that support individual and community health efforts.

### OTHER AGENCY INVOLVEMENT

County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING

This Agreement is funded by Realignment (100%). The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year FY 2025-26 Adopted Budget.

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: Katherine Bonilla, Management Analyst II, 796-1743

Approved By: Elsa Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Renewal and Amendment No. 1

Agreement

**RENEWAL AND AMENDMENT NO. 1 TO  
MENTAL HEALTH SERVICES AGREEMENT A-17388  
BY AND BETWEEN  
COUNTY OF MONTEREY AND PCH TREATMENT, INC.**

**THIS RENEWAL AND AMENDMENT NO. 1** to MENTAL HEALTH SERVICES AGREEMENT A-17388 by and between **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **PCH TREATMENT, INC.**, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the COUNTY and CONTRACTOR entered into AGREEMENT A-17388 for the provision of mental health services in the amount of \$278,000 for the term March 25, 2025 to July 15, 2025; and

**WHEREAS**, the AGREEMENT expired by its terms on July 15, 2025; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to renew and amend AGREEMENT A-17388 as specified below:

1. Extend full agreement term from March 25, 2025 to December 31, 2025.
2. Increase services and original contract amount by \$335,000.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend AGREEMENT A-17388 in the following manner:

1. Section V. TERM AND TERMINATION, A. Term. is hereby amended and restated to read in its entirety as follows:

*“This Agreement shall be effective March 25, 2025 and shall remain in effect until December 31, 2025.”*
2. EXHIBIT B: PAYMENT PROVISIONS is replaced with EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to Exhibit B shall be construed to refer to EXHIBIT B-1: PAYMENT PROVISIONS.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement.
4. This RENEWAL AND AMENDMENT NO. 1 increases the current contract amount of \$278,000 by \$335,000 for a total not to exceed new maximum contract amount of \$613,000.
5. This RENEWAL AND AMENDMENT NO. 1 shall be effective July 16, 2025.
6. A copy of this RENEWAL AND AMENDMENT NO. 1 shall be attached to the original Agreement A-17388 executed by the County on June 26, 2025.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 1 to Agreement A-17388 as of the day and year written below.

COUNTY OF MONTEREY
By: Elsa Jimenez, Director of Health
Date
<i>Approved as to Form</i>
DocuSigned by: <i>Kevin Serrano</i> CF464EA4829E4B5...
By: Office of County Counsel <sup>1</sup>
Date: 7/17/2025   4:29 PM PDT
<i>Approved as to Fiscal Provisions</i>
DocuSigned by: <i>Patricia Ruiz</i> E79EF64E57454E6...
By: Auditor/Controller <sup>2</sup>
Date: 7/18/2025   7:52 AM PDT
Approved as to Liability Provisions
By: Risk Management <sup>3</sup>
Date

PCH TREATMENT, INC.
DocuSigned by: <i>Jeff Ball</i> BF81A2AAB28D46D...
By: Jeff Ball, President and CFO
Date: 7/17/2025   10:47 AM PDT

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Council is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

## **EXHIBIT A: PROGRAM DESCRIPTION**

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### **I. IDENTIFICATION OF PROVIDER**

PCH Treatment, Inc.  
11965 Venice Blvd. Suite 202  
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

### **II. PROGRAM GOALS AND OBJECTIVES**

#### **MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM**

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

#### **A. TREATMENT SERVICES**

##### **1. Description**

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions

- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
  - PCH Program Orientation for family members (client consent required during admit) (1st cycle)
2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

## **B. POPULATION/CATCHMENT AREA TO BE SERVED**

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

## **C. CLINICAL RECORDS**

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall cooperate with the transfer of records as may be required.

## **D. DESIGNATED CONTRACT MONITOR**

Jackie Townsend, MS LMFT  
Behavioral Health Services Manager II  
Access to Treatment Salinas and CalWORKs  
Monterey County Health Department  
1441 Constitution Blvd. Bldg. 400 Ste. 200  
Salinas, CA 93906

## **III. SERVICE PROVISIONS**

### **A. Certification of Eligibility**

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS.

### **B. Access to Specialty Mental Health Services**

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that



client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
  - a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
  - b. The client has at least one of the following:
    - a. A significant impairment,
    - b. A reasonable probability of significant deterioration in an important area of life functioning,
    - c. A reasonable probability of not progressing developmentally as appropriate, or
    - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
  - e. The client's condition listed above is due to one of the following:
    - a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
    - b. A suspected mental health disorder that has not yet been diagnosed.
    - c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:
  - a. The client has one or both of the following:

- i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
  - ii. A reasonable probability of significant deterioration in an important area of life functioning.
- b. The client's condition as described in paragraph (a) is due to either of the following:
- i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
  - ii. A suspected mental disorder that has not yet been diagnosed.

### C. Additional Clarifications

#### 1. Criteria

- a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:
  - i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
  - ii. The service was not included in an individual treatment plan; or
  - iii. The client had a co-occurring substance use disorder.

#### 2. Diagnosis Not a Prerequisite

- a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

### C. Medical Necessity

- 1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.
- 2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent

significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

#### D. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client’s care, in satisfaction of state and federal privacy laws and regulations.

#### E. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:
  - a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met,

even if the assessment ultimately indicates the client does not meet criteria for SMHS.

- b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

#### **IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

##### **A. Services Authorization**

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.
2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.
3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.
4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

##### **B. Telehealth**

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

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**EXHIBIT B: PAYMENT AND BILLING PROVISIONS**

**I. PAYMENT TYPES**

Fixed Service Rate up to maximum contract amount.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY’S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR’S commitment to provide care and services in accordance with the terms of this Agreement.

**III. PAYMENT RATE**

CONTRACTOR shall be reimbursed at the following negotiated rate:

<b>FY 2024-26</b>			
<b>Service Description</b>	<b>Estimated UOS</b>	<b>Rate Per 28-day Cycle*</b>	<b>Total Amount</b>
Treatment, Room & Board (Private)	Initial Treatment Cycle (Initial 28 days of Treatment)	\$77,000.00	\$77,000.00
	Eight (8) Continuation Cycles (28 days per cycle)	\$67,000.00	\$536,000.00
<b>FY 2024-26 Maximum Liability Amount</b>			<b>\$613,000.00</b>

\* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

**IV. PAYMENT CONDITIONS**

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such

services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Rate, which is based on the most recent State’s Medi-Cal Behavioral Health Service Fee Schedules established by the State’s Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County’s Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
  
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
  
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit F, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit F, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. ~~Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

**V. MAXIMUM OBLIGATION OF COUNTY**

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$613,000 for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	\$613,000



<b>TOTAL MAXIMUM COUNTY OBLIGATION:</b>	<b>\$613,000</b>
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- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY’S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY’S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

**VI. BILLING AND PAYMENT LIMITATIONS**

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY’S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR’S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator’s designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded

Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

**VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

**VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal

program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
  - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
  - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
  - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must

submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

**XI. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”

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**COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number:   A-17388  

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services  
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “COUNTY”) and **PCH TREATMENT, INC.** (hereinafter “CONTRACTOR”).

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. DEFINITIONS**

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

“Behavioral Health Information Notice” or “BHIN” means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

“Beneficiary” or “client” mean the individual(s) receiving services.

C. DHCS

“DHCS” means the California Department of Health Care Services.

## II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **CONTRACTOR will provide full-time Obsessive Compulsive Disorder (OCD) treatment and supportive housing services as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.**

## III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION

EXHIBIT B: PAYMENT AND BILLING PROVISIONS

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION

EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

EXHIBIT F: BEHAVIORAL HEALTH INVOICE FORM

EXHIBIT G: AUDITS AND AUDIT APPEALS

EXHIBIT H: BUSINESS ASSOCIATE AGREEMENT

## IV. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, ~~as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.~~
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.



## V. TERM AND TERMINATION

- A. Term. This Agreement shall be effective March 25, 2025 and shall remain in effect until July 15, 2025.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
  2. CONTRACTOR'S failure to abide by Grievance decisions;
  3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
  4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;
  5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;
  6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
  7. CONTRACTOR loses its licensure or certification;
  8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
  9. Breach by CONTRACTOR of any confidentiality obligation;
  10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
  11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
  13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
  14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.
- E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
  2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
  3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
  4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit E to this Agreement, indemnification described in Section

XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

- 5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY’S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

**VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS**

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

~~**VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS**~~

~~**A. ICD-10**~~

- ~~1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.~~
- ~~2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.~~
- ~~3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.~~

~~VIII. PROGRAM INTEGRITY~~

~~A. GENERAL~~

~~As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).~~

~~B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS~~

- ~~1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.~~
- ~~2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.~~
- ~~3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.~~
- ~~4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:
  - ~~a. Any limitations or inability that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;~~
  - ~~b. A history of loss of license or felony convictions;~~
  - ~~c. A history of loss or limitation of privileges or disciplinary activity;~~
  - ~~d. A lack of present illegal drug use; and~~
  - ~~e. The application's accuracy and completeness~~~~
- ~~5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.~~
- ~~6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.~~

~~7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up to date, updated information shall be obtained from network providers to complete the re-credentialing process.~~

~~C. SCREENING AND ENROLLMENT REQUIREMENTS~~

~~1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))~~

~~2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120 day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))~~

~~3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).~~

**IX. CONTRACT MONITORING AND QUALITY CONTROL**

- A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.
- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

## X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
  2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
    - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.
    - b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

## XI. PATIENT RIGHTS

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

~~C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (1), (3) and (4).~~

~~D. Continuity of Care~~

~~CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)~~

~~E. Network Adequacy~~

~~1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).~~

~~2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.~~

~~3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.~~

~~4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (1), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.~~

~~F. Practice Guidelines~~

~~1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:~~

- ~~a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;~~
  - ~~b. They consider the needs of the clients;~~
  - ~~c. They are adopted in consultation with contracting health care professionals; and~~
  - ~~d. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).~~
- ~~2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(e)).~~

~~G. Provider Application and Validation for Enrollment (PAVE)~~

- ~~1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.~~
- ~~2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.~~

~~H. Physician Incentive Plan~~

~~If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(e).~~

~~I. Reporting Unusual Occurrences~~

- ~~1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.~~
- ~~2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:~~



- a. Complete written description of event including outcome;
  - b. Written report of CONTRACTOR's investigation and conclusions;
  - c. List of persons directly involved and/or with direct knowledge of the event.
3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

~~J. Client Informing Materials~~

~~1. Basic Information Requirements~~

- ~~a. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(e)(1))  
CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6).  
CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.~~
- ~~b. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)~~
- ~~c. CONTRACTOR shall utilize the COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.~~
- ~~d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(e)(4)(ii), 438.62(b)(3))~~
- ~~e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:
  - ~~i. The format is readily accessible;~~
  - ~~ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;~~
  - ~~iii. The information is provided in an electronic form which can be electronically retained and printed;~~
  - ~~iv. The information is consistent with the content and language requirements of this agreement;~~~~

- v. ~~The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)~~

## ~~2. Language and Format~~

- a. ~~CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))~~
- b. ~~CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.~~
- c. ~~CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))~~
  - i. ~~CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))~~
- d. ~~CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4))~~
- e. ~~CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).~~
- f. ~~Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.~~

## ~~3. Beneficiary Informing Materials~~

- a. ~~Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:~~
  - i. ~~Guide to Medi-Cal Mental Health Services~~
  - ii. ~~COUNTY Beneficiary Handbook (BHIN 22-060)~~
  - iii. ~~Provider Directory~~
  - iv. ~~Advance Health Care Directive Form (required for adult clients only)~~

- ~~v. — Notice of Language Assistance Services available upon request at no cost to the client~~
- ~~vi. — Language Taglines~~
- ~~vii. — Grievance/Appeal Process and Form~~
- ~~viii. — Notice of Privacy Practices~~
- ~~ix. — Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)~~
- ~~b. — CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.~~
- ~~e. — CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.~~
- ~~d. — Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.~~
- ~~e. — Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.~~
- ~~f. — Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:
  - ~~i. — Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;~~
  - ~~ii. — Mails a printed copy of the information upon the client's request to the client's mailing address;~~
  - ~~iii. — Provides the information by email after obtaining the client's agreement to receive the information by email;~~
  - ~~iv. — Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,~~~~

- ~~v. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.~~

~~4. Provider Directory~~

- ~~a. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.~~
- ~~b. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).~~
- ~~c. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.~~
- ~~d. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.~~

**XII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION**

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

**XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE**

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report

including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR’S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act’s reporting requirements.
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act’s reporting requirements.

**XIV. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. “CONTRACTOR’S performance” includes CONTRACTOR’S action or inaction and the action or inaction of CONTRACTOR’S officers, employees, agents and subcontractors.

**XV. INSURANCE**

- A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.  
 This verification of coverage shall be sent to the COUNTY’S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
  2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
  3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
  4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.
- D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete 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 Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

## ~~XVI. BUDGET~~

~~CONTRACTOR shall submit the Budget and Expenditure Report provided as Exhibit H, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.~~

## XVII. ACCESS TO AND AUDIT OF RECORDS

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.
- D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

## **XVIII. NON-DISCRIMINATION**

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex,



gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such 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 unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

- B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:
1. California Code of Regulations, Title 9, §§ 526, 527;
  2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
  3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
  4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);

5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.
- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.
- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

**XIX. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and

policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

**XX. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

**XXI. INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR

shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

## **XXII. SUBCONTRACTING**

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

## **XXIII. GENERAL PROVISIONS**

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. 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.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that

ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

- G. 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.
- H. 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.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. 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.

## **XXIV. NOTICES AND DESIGNATED LIAISONS**

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

### **COUNTY OF MONTEREY**

Melanie Rhodes, LMFT, LPCC, CCISM  
Interim Behavioral Health Bureau Chief/  
Behavioral Health Director  
County of Monterey, Health Department  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4510

### **CONTRACTOR**

Jordan D. Blunt  
Admissions Coordinator  
PCH Treatment, Inc.  
11965 Venice Blvd, Suite 202  
Los Angeles, CA, 90066  
(424)410-9913

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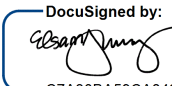
IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Contracts/Purchasing Officer

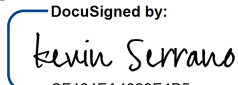
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
DocuSigned by:   
C7A30BA59CA8423...  
Department Head (if applicable)


Date: 6/26/2025 | 4:39 PM PDT

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>  
By:  \_\_\_\_\_  
DocuSigned by:   
CF464EA4829E4B5...  
County Counsel

Date: 5/27/2025 | 4:37 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>  
By:  \_\_\_\_\_  
DocuSigned by:   
4EZE657875454AE...  
Auditor-Controller's Office

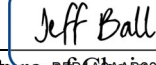
Date: 5/28/2025 | 10:02 AM PDT

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**PCH Treatment, Inc.**

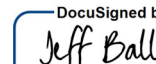
Contractor's Business Name \*

By:  \_\_\_\_\_  
DocuSigned by:   
(Signature of Chair, President,  
or Vice-President) \*

**Jeff Ball, President and Chief Financial Officer**

Name and Title

Date: 5/9/2025 | 4:29 PM PDT

By:  \_\_\_\_\_  
DocuSigned by:   
BFB1A2AAB28D45D...  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer) \*

**Jeff Ball, President and Chief Financial Officer**

Name and Title

Date: 5/9/2025 | 4:29 PM PDT

County Board of Supervisors' Agreement Number: A-17388

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made to Insurance or Indemnification provisions

## **EXHIBIT A: PROGRAM DESCRIPTION**

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### **I. IDENTIFICATION OF PROVIDER**

PCH Treatment, Inc.  
11965 Venice Blvd. Suite 202  
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

### **II. PROGRAM GOALS AND OBJECTIVES**

#### **MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM**

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

#### **A. TREATMENT SERVICES**

##### **1. Description**

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions



- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

## **B. POPULATION/CATCHMENT AREA TO BE SERVED**

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

## **C. CLINICAL RECORDS**

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall cooperate with the transfer of records as may be required.

## **D. DESIGNATED CONTRACT MONITOR**

Jackie Townsend, MS LMFT  
Behavioral Health Services Manager II  
Access to Treatment Salinas and CalWORKs  
Monterey County Health Department  
1441 Constitution Blvd. Bldg. 400 Ste. 200  
Salinas, CA 93906

## **III. SERVICE PROVISIONS**

### **A. Certification of Eligibility**

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS.

### **B. Access to Specialty Mental Health Services**

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
  - a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
  - b. The client has at least one of the following:
    - a. A significant impairment,
    - b. A reasonable probability of significant deterioration in an important area of life functioning,
    - c. A reasonable probability of not progressing developmentally as appropriate, or
    - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
    - e. The client's condition listed above is due to one of the following:
      - a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
      - b. A suspected mental health disorder that has not yet been diagnosed.
      - c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:
  - a. The client has one or both of the following:
    - i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

- ii. A reasonable probability of significant deterioration in an important area of life functioning.
- b. The client's condition as described in paragraph (a) is due to either of the following:
  - i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
  - ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

- a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:
  - i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
  - ii. The service was not included in an individual treatment plan; or
  - iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

- a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

C. Medical Necessity

- 1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.
- 2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

D. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client’s care, in satisfaction of state and federal privacy laws and regulations.

E. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:
  - a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

- b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

#### **IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

##### **A. Services Authorization**

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.
2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.
3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.
4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

##### **B. Telehealth**

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:  
  
<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at

least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

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**EXHIBIT B: PAYMENT AND BILLING PROVISIONS**

**I. PAYMENT TYPES**

Fixed Service Rate up to maximum contract amount.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY’S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR’S commitment to provide care and services in accordance with the terms of this Agreement.

**III. PAYMENT RATE**

CONTRACTOR shall be reimbursed at the following negotiated rate:

<b>FY 2024-26</b>			
<b>Service Description</b>	<b>Estimated UOS</b>	<b>Rate Per 28-day Cycle*</b>	<b>Total Amount</b>
Treatment, Room & Board (Private)	First Cycle (Initial 28 days)	\$77,000.00	\$77,000.00
	Three (3) Continuation Cycles	\$67,000.00	\$201,000.00
<b>FY 2024-26 Maximum Liability Amount</b>			<b>\$278,000.00</b>

\* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

**IV. PAYMENT CONDITIONS**

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less

any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Rate, which is based on the most recent State’s Medi-Cal Behavioral Health Service Fee Schedules established by the State’s Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County’s Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit F, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit F, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s)



submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. ~~Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

**V. MAXIMUM OBLIGATION OF COUNTY**

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$278,000 for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	\$278,000
<b>TOTAL MAXIMUM COUNTY OBLIGATION:</b>	<b>\$278,000</b>

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

## VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

**VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

**VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1

of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

**XI. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”

(The remainder of this page is left intentionally blank)

**EXHIBIT C:  
CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.


Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.***

DocuSigned by:  
  
BFB1A2AAB28D46D...  
Signature of Authorized Representative  
5/9/2025 | 4:29 PM PDT  
Date

PCH Treatment, Inc.  
Business Name of Contractor  
  
Jeff Ball  
Name of Authorized Representative (printed)  
  
President and Chief Financial Officer  
Title of Authorized Representative



**EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.


Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;
- B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name	PCH Treatment, Inc.	
Name of Contractor's Designee	Jeff Ball	
Title of Designee	President and Chief Financial Officer	
Street 11965 Venice Blvd, Suite 200		
City Los Angeles	State CA	Zip 90066
IRS Employer Identification Number	271020104	
I certify that the above information is complete and correct to the best of my knowledge and belief.		
 ----- Signature of Contractor		Date 5/9/2025   4:29 PM PDT

**EXHIBIT E:**  
**ASSURANCE OF COMPLIANCE WITH**  
**MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY**

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In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

**Organizations in a Culturally Competent Service System Promote:**

**Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

**Collaboration**

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

**Access**

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

**Cultural Competent Services:**

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.

- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and

preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.
4. Support the county’s goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.***

DocuSigned by:  
  
 BEB1A2AAB28D45D

Signature of Authorized Representative

5/9/2025 | 4:29 PM PDT

Date

PCH Treatment, Inc.  
Contractor (Organization Name)

Jeff Ball  
Name of Authorized Representative

President and Chief Financial Officer  
Title of Authorized Representative

**EXHIBIT F: COST REIMBURSEMENT INVOICE FORM**

<b>Contractor :</b> PCH Treatment, Inc.		<b>Invoice Number :</b>	
<b>Address Line 1 :</b> 11965 Venice Blvd. Suite 202, Los Angeles, CA, 90066		<b>County PO No. :</b>	
<b>Address Line 2 :</b>		<b>Invoice Period :</b>	
<b>Tel. No. :</b>			
<b>Fax No. :</b>			
<b>Contract Term :</b> March 25, 2025 - July 15, 2025		<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>	
<b>BH Division :</b>		<b>BH Control Number :</b>	

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2024-25	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
							0	0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
							0	0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
							0	0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
							0	0	#DIV/0!	\$ -			\$ -	\$0	#DIV/0!
<b>TOTALS</b>				0	0	0	0	0	#DIV/0!	\$0	0.00	0.00	0.00	\$0	#DIV/0!

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Chief Financial Officer Telephone: \_\_\_\_\_

Send to: [MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)  
 Behavioral Health Claims Section

Behavioral Health Authorization for Payment  
 \_\_\_\_\_  
 Authorized Signatory Date

## **EXHIBIT G: AUDITS AND AUDIT APPEALS**

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### **I. AUDITS AND AUDIT APPEALS**

- A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.
- B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.
1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
  2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
  3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.
3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
  - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
  - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report within which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

## **II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. Paid in one cash payment by CONTRACTOR to COUNTY;
2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
  4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR
  5. A combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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**EXHIBIT H:  
BUSINESS ASSOCIATE AGREEMENT**

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**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) effective March 25, 2025 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and PCH Treatment, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

**RECITALS**

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, 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”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

**AGREEMENT**

**1. DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement (“Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the 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);

(d) Disclose PHI for the proper management and administration of

Business Associate or to carry out the legal responsibilities of Business Associate as 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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and

method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity’s acceptance of such practices or waiver of Covered Entity’s rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) 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 and the HITECH Act. At a minimum, the Business Associate shall provide 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 ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors 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;

(h) 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 to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; 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. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, 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;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days

of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments: Waiver.** This BAA 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 HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA 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 BAA 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 or

email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

PCH Treatment, Inc.  
 Attn: Jeff Ball  
 11965 Venice Blvd, Suite 202  
 Los Angeles, CA, 90066  
 Phone: (424)410-9913  
 Fax: \_\_\_\_\_  
 Email: jball@pchtreatment.com

If to Covered Entity, to:

County of Monterey Health Department  
 Attn: Compliance/Privacy Officer  
 1270 Natividad Road  
 Salinas, CA 93906  
 Phone: 831-755-4018  
 Fax: 831-755-4797  
 Email: sumeshwarsd@countyofmonterey.gov

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 BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law: Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, 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 provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.


**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. ~~Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:~~

<del>Unique Patients</del>	<del>Coverage</del>
<del>Less than 12,001</del>	<del>\$2,000,000</del>
<del>12,001 - 30,000</del>	<del>\$3,000,000</del>
<del>30,001 - 60,000</del>	<del>\$5,000,000</del>
<del>More than 60,000</del>	<del>\$10,000,000</del>

~~If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.~~

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat

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6/27/2025 | 10:30 AM PDT

DS  


5/20/2025 | 8:33 AM PDT

thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By: \_\_\_\_\_  
DocuSigned by:  
*Jeff Ball*  
BFB1A2AAB28D45D...

By: \_\_\_\_\_  
DocuSigned by:  
*Elsa M. Jimenez*  
C7A30BA99CA8423...

Print Name: Jeff Ball

Print Name: Elsa M. Jimenez

Print Title: President and Chief Financial Officer

Print Title: Director of Health

Date: 5/20/2025 | 8:33 AM PDT

Date: 6/26/2025 | 4:39 PM PDT



# County of Monterey

Item No.17

## Board Report

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

Legistar File Number: A 25-322

August 12, 2025

**Introduced:** 7/23/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Agreement No. A-17082 with Spay Neuter Imperative Project (SNIP) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents within Monterey County communities, and providing requested veterinary services to shelter animals, adding \$200,000 for a new total Agreement amount of \$552,500 and retroactively extending the term one year for a new term of September 1, 2024 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute one (1) future amendment to this Agreement where the amendment does not exceed 10% (\$31,500) of the original Agreement amount, does not significantly change the scope of work, and the total Agreement amount does not exceed \$584,000.

### RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

- a. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Agreement No. A-17082 with Spay Neuter Imperative Project (SNIP) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents within Monterey County communities, and providing requested veterinary services to shelter animals, adding \$200,000 for a new total Agreement amount of \$552,500 and retroactively extending the term one year for a new term of September 1, 2024 through June 30, 2026; and
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### SUMMARY/DISCUSSION:

The County of Monterey Health Department's Animal Services Program (County) is responsible for providing animal control services in the unincorporated areas of Monterey County and City of Salinas (City) via the newly created Joint Powers Agreement (JPA). The County, through the JPA, also operates an Animal Services Center located at 160 Hitchcock Road, Salinas, California that offers an array of services, including but not limited to animal sheltering, field services, volunteers and outreach, and licensing services.

The County, City, and JPA continue to support the community by offering for low cost spay/neuter opportunities for both feral cats and owned dogs and cats. Due to the high demand for these services, local veterinary clinics are currently unable to offer them. This is also magnified by a shortage in veterinary staff both in the county and statewide. As a result, Animal Services may collaborate with SNIP, a local mobile organization specialized in providing

spay/neuter services, through a contractual partnership as funding is available. SNIP is one of several specialized organizations at this time that can provide this type of service needed to assist the community and is also available as needed to assist HRAS with veterinary care during difficult staffing shortages.

Through this Renewal and Amendment No. 2, SNIP will provide spay/neuter services and additional veterinary services for shelter animals as requested and approved by HRAS for the duration of the Agreement.

This Renewal and Amendment No. 2 is being presented to the Board later than anticipated due to extended discussions regarding contractor rate adjustments and the potential need for a Request For Proposal (RFP) process. Although an RFP was initially initiated, Contracts and Purchasing later determined it was unnecessary. The time spent on these considerations brought past the Agreement's expiration date, resulting in the need for this Renewal and Amendment No. 2.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health. It also supports the following of the ten essential public health services, specifically: 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

There will be no fiscal impact resulting from the approval of this action. Appropriations for this Agreement are included in the Health Department's (4000-HEA018-8601) Fiscal Year (FY) 2025-26 Adopted Budget.

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: Juanita Sanders, Management Analyst II, 755-5494

Reviewed by: Cindy Burnham, Animal Services Administrator, 769-8796

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Amendment No. 2

Board Order (Amendment No. 1)

Amendment No. 1

Board Order (Original Agreement)

Agreement



# County of Monterey

**Item No.12**

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

## Board Report

**Legistar File Number: A 25-322**

**August 12, 2025**

**Introduced:** 7/23/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Agreement No. A-17082 with Spay Neuter Imperative Project (SNIP) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents within Monterey County communities, and providing requested veterinary services to shelter animals, adding \$200,000 for a new total Agreement amount of \$552,500 and retroactively extending the term one year for a new term of September 1, 2024 through June 30, 2026; and
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### RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

- a. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Agreement No. A-17082 with Spay Neuter Imperative Project (SNIP) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents within Monterey County communities, and providing requested veterinary services to shelter animals, adding \$200,000 for a new total Agreement amount of \$552,500 and retroactively extending the term one year for a new term of September 1, 2024 through June 30, 2026; and
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### SUMMARY/DISCUSSION:

The County of Monterey Health Department's Animal Services Program (County) is responsible for providing animal control services in the unincorporated areas of Monterey County and City of Salinas (City) via the newly created Joint Powers Agreement (JPA). The County, through the JPA, also operates an Animal Services Center located at 160 Hitchcock Road, Salinas, California that offers an array of services, including but not limited to animal sheltering, field services, volunteers and outreach, and licensing services.

The County, City, and JPA continue to support the community by offering for low cost spay/neuter opportunities for both feral cats and owned dogs and cats. Due to the high demand for these services, local veterinary clinics are currently unable to offer them. This is also magnified by a shortage in veterinary staff both in the county and statewide. As a result, Animal Services may collaborate with SNIP, a local mobile organization specialized in providing

spay/neuter services, through a contractual partnership as funding is available. SNIP is one of several specialized organizations at this time that can provide this type of service needed to assist the community and is also available as needed to assist HRAS with veterinary care during difficult staffing shortages.

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This Renewal and Amendment No. 2 is being presented to the Board later than anticipated due to extended discussions regarding contractor rate adjustments and the potential need for a Request For Proposal (RFP) process. Although an RFP was initially initiated, Contracts and Purchasing later determined it was unnecessary. The time spent on these considerations brought past the Agreement's expiration date, resulting in the need for this Renewal and Amendment No. 2.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health. It also supports the following of the ten essential public health services, specifically: 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

There will be no fiscal impact resulting from the approval of this action. Appropriations for this Agreement are included in the Health Department's (4000-HEA018-8601) Fiscal Year (FY) 2025-26 Adopted Budget.

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.

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

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- 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.

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for County residents and supports economic development results.

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

Prepared by: Juanita Sanders, Management Analyst II, 755-5494

Reviewed by: Cindy Burnham, Animal Services Administrator, 769-8796

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Amendment No. 2

Board Order (Amendment No. 1)

Amendment No. 1

Board Order (Original Agreement)

Agreement

**RENEWAL AND AMENDMENT NO. 2  
TO THE AGREEMENT BETWEEN THE  
COUNTY OF MONTEREY  
AND  
SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA dba SNIP**

**This Renewal and Amendment No. 2** to Agreement, No. A-17082, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Spay Neuter Imperative Project California dba SNIP, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the COUNTY and CONTRACTOR entered into Agreement A-17082 with a start date of September 1, 2024 in an amount not to exceed \$315,000 for the provision of all-inclusive feral cat spay/neuter clinics along with domestic cat spay/neuter clinics within unincorporated Monterey County communities and the City of Salinas with no cost for residents, and Shelter Snipember Clinics; and

**WHEREAS**, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to AGREEMENT No. A-17082 to replace Exhibit A and add \$37,500 to increase the total amount of the Agreement to \$352,500 to cover 10 separate additional clinics (2 clinics per month) between February 1, 2025 and June 30, 2025; and

**WHEREAS**, the AGREEMENT expired by its terms on June 30, 2025; and

**WHEREAS**, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to July 1, 2025, and to amend the AGREEMENT as provided below; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term for an additional year for a new term of September 1, 2024 through June 30, 2026, increase the total AGREEMENT amount by \$200,000 to allow for spay/neuter clinics in the community as approved and veterinary services for shelter animals as approved, for a new total Agreement amount of \$552,500, replace Exhibit A, and add Exhibit C, SNIP Medical & Surgical Services Main Pricing Sheet.

**NOW THEREFORE**, both parties hereby agree to renew and amend the Agreement as follows:

1. **Section 2.0, “PAYMENT PROVISIONS”**, shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$352,500” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$552,500”.
2. **Section 3.0, “TERM OF AGREEMENT”, Section 3.01, shall be amended by removing** “The term of this AGREEMENT is from September 1, 2024 to June 30, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT.”, **and replacing it with** “The term of this AGREEMENT is from September 1, 2024 to June 30, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT.”

3. **Exhibit A is replaced** with Exhibit A-2. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-2.
4. **Exhibit C is added**. All references in the Agreement to Exhibit C shall be construed to refer to Exhibit C-2.
5. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by the County on October 8, 2024.
7. This Amendment No. 2 is effective upon execution.

\*\*\*\*\* **SIGNATURE PAGE TO FOLLOW** \*\*\*\*\*

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

**COUNTY OF MONTEREY**

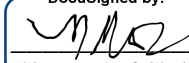
**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Spay Neuter Imperative Project  
California dba SNIP  
Contractor's Business Name\*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

DocuSigned by:  
  
\_\_\_\_\_  
(Signature of Chair, President, or Vice President)\*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Melanie Scherer Founder  
Name and Title

Date: \_\_\_\_\_

Date: 7/9/2025 | 1:52 PM PDT

Approved as to Form<sup>1</sup>

By: Robert I. Brayer Robert I. Brayer  
\_\_\_\_\_  
FBACA339C97E456  
Deputy County Counsel

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Date: 7/11/2025 | 4:02 PM PDT

\_\_\_\_\_  
Name and Title

Approved as to Fiscal Provisions<sup>2</sup>

By: Patricia Ruiz Patricia Ruiz  
\_\_\_\_\_  
E79EF64E57454F6  
Auditor/Controller

Date: \_\_\_\_\_

Date: 7/14/2025 | 11:32 AM PDT

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9 of Standard County Agreement.

**EXHIBIT A-2**

**To Agreement by and between  
Animal Services, hereinafter referred to as “COUNTY”  
AND  
Spay Neuter Imperative Project (SNIP), hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR will hold up to 48 clinics for unincorporated County of Monterey residents for Fiscal Year 2024-25 and 24 clinics for the City of Salinas residents.
  - a. Clinics will be either; (a) feral cat clinics where each feral cat clinic includes the spay/neuter, and ear tipping for each feral cat. These clinics are expected to serve approximately 40 cats per clinic. Additional services requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker; or (b) domestic (owned cat and dog) animal spay/neuter clinics that will include spay/neuter surgery with no cost to residents. Additional services requested by the pet owner/caretaker, including vaccinations, are the responsibility of that pet owner/caretaker. These clinics are expected to range between 25-40 animals depending on the number of dogs that are scheduled.
2. In addition, CONTRACTOR will hold 12 separate shelter clinics (1 clinic per month) for Animal Services from July 1, 2024, through June 30, 2025, under the provision of the renewed Sniptember Grant. Clinics will be held separately in collaboration with COUNTY.
3. CONTRACTOR, with input from COUNTY, will determine clinic types and locations within unincorporated Monterey County and the City of Salinas, specifically targeting communities that have a need for domestic animal and feral cat sterilization and areas without regular access to low-cost spay/neuter services.
4. CONTRACTOR will limit participation to unincorporated Monterey County residents or City of Salinas respectively.
5. CONTRACTOR is permitted to bring unowned feral cats that require euthanasia to Animal Services for proper disposal, within regular business hours.

Spay Neuter Imperative Project (SNIP)  
Amendment No. 2  
Term: 09/01/24 – 06/30/26  
NTE: \$552,500

**A.2** CONTRACTOR shall provide additional separate services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. 10 additional Mobile Spay/Neuter clinics will be conducted between February 2025 and June 2025, with 2 clinics scheduled per month. These clinics will focus on feral cats and as needed to fill a clinic, large dogs, all residing in any Salinas zip code (including both City and County areas).
  - a. **Cost:** Each clinic will cost \$3,750, for a total of \$37,500.
  - b. **Services:** Spay/neuter procedures will be provided at no cost to feral caretakers/owners to include ear tipping. Vaccines are not included.
  - c. **Capacity:** Each clinic will accommodate up to 40 feral cats, with a total goal of 400 ferals being served in the Salinas area during this period.
2. CONTRACTOR shall provide spay/neuter services and additional veterinary services for shelter animals as requested and approved in writing by HRAS staff, for the duration of the Agreement. All services are subject to staff approval and the availability of budgeted funds.
  - a. Invoices for these services shall be separate from any other community clinic service invoices and must include animal ID numbers for each service provided.
  - b. CONTRACTOR shall provide an updated cost per clinic for approval prior to any scheduling. Cost per clinic to include spay/neuter, core vaccines, rabies vaccination and ear tip (feral only\_ with no additional cost to the resident or feral caretaker. Additional services including other vaccinations or microchips that are requested by the pet owner/caretaker are the responsibly of the pet owner/caretaker.

**A.3** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall provide the following data in a report: 1) total number of animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;
2. CONTRACTOR shall track the total number of surgeries per species used with renewed Sniptember grant fund and number of spay/neuter events held.
3. All written reports required under this Agreement must be delivered to the Animal Services Administrator, in accordance with the schedule above.

Spay Neuter Imperative Project (SNIP)  
Amendment No. 2  
Term: 09/01/24 – 06/30/26  
NTE: \$552,500

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$552,500** (\$180,000 allotted for County of Monterey mobile clinics, \$90,000 for City of Salinas mobile clinics and \$45,000 for Shelter Sniptember clinics) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

\$3,750 total cost per County of Monterey and City of Salinas mobile clinics, feral, domestic or combination of, to include spay/neuter, and ear tip (feral only), with no additional cost to the resident or feral cat caretaker. Additional services, including vaccinations, requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker.

\$3,750 per shelter Sniptember clinic to include spay/neuter, ear tip (if needed) only. COUNTY will provide all vaccinations as needed.

CONTRACTOR shall invoice COUNTY in accordance to **Exhibit C, SNIP Medical & Surgical Services Main Pricing Sheet** for any services related to Section A.2.2 of this Exhibit A.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

### **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices shall be emailed directly to: [296-FinanceAS@countyofmonterey.gov](mailto:296-FinanceAS@countyofmonterey.gov)

Cc: [burnhamcl@countyofmonterey.gov](mailto:burnhamcl@countyofmonterey.gov)

Spay Neuter Imperative Project (SNIP)  
Amendment No. 2  
Term: 09/01/24 – 06/30/26  
NTE: \$552,500

[Gonzalezg@countyofmonterey.gov](mailto:Gonzalezg@countyofmonterey.gov)

Invoices may be mailed to: Monterey County Health Department  
Attn: Accounts Payable/Environmental Health  
1270 Natividad Road  
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY. Invoices and statistics are to be submitted after each clinic is provided and will be processed accordingly per County policy and procedure.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Spay Neuter Imperative Project (SNIP)  
Amendment No. 2  
Term: 09/01/24 – 06/30/26  
NTE: \$552,500



# EXHIBIT C-2

## SNIP Medical & Surgical Services Main Pricing Sheet

**\*\*All prices are at the doctor's discretion**

Spay/Neuter	Price
Cat Spay & Neuter	\$135.00
<b>Dog Neuter</b>	
Dog Neuter (Small)	\$165.00
Dog Neuter (Medium)	\$275.00 - \$300.00
Dog Neuter (Large)	\$375.00
Dog Neuter (XL)	\$450.00
<b>Dog Spay</b>	
Dog Spay (Small)	\$165.00
Dog Spay (Medium)	\$275.00 - \$300.00
Dog Spay (Large)	\$375.00
Dog Spay (XL)	\$450.00
<b>***Pain medications &amp; E-Cone Included for Dogs - However Cats are \$10 if owner requests</b>	
<b>Add Ons</b>	
In Heat - Spay (Dog)	No Charge
Pregnant - Spay (Cat)	No Charge
Pregnant - Spay (Dog)	\$30.00 - \$50.00
Cryptorchid Cat (add on)	\$90.00 - \$100.00
Cryptorchid Dog (add on)	\$90.00 - \$100.00
Umbilical hernia repair (At the time of Surgery)	\$60.00
Deciduous Tooth Extraction (Puppy teeth only >6 months of age at the time of surgery)	\$15.00 (per tooth)
DewClaw Removal (Puppies under 10 weeks) (2 TOES)	\$45.00
Pyometra (Cat)	\$100.00 - \$200.00
Pyometra (Dog)	\$100.00 - \$200.00
Brachycephalic Breeds (Required for Additional Monitoring and Recovery) <b>**This includes IV Catheter and Cerenia Injection</b>	\$200.00
Shelter & Rescue Packages	Price
Injury Package - Cats (Ex: HBC; Limping) <i>(Includes: X-rays, Sedation, oral pain meds, pain injectables)</i>	\$200.00
Injury Package - Dogs <50# (Ex: HBC; Limping) <i>(Includes: X-rays, Sedation, oral pain meds, pain injectables)</i>	\$300.00
Injury Package - Dogs >50# (Ex: HBC; Limping) <i>(Includes: X-rays, Sedation, oral pain meds, pain injectables)</i>	\$350.00
Ear Infection (Basic Cleaning) - Cats and Dogs <i>(Includes: Ear examination, Ear cleaning, Ear medication)</i>	\$115.00
Ear Infection (Deep Cleaning) - Cats and Dogs <50#	\$175.00

<i>(Includes: Sedation, Ear examination, Ear cleaning, Ear medication and oral pain medications)</i>	
Ear Infection (Deep Cleaning) - Dogs >50# <i>(Includes: Sedation, Ear examination, Ear cleaning, Ear medication and oral pain medications)</i>	\$220.00
<b>Add' Surgeries (Sedation Included in Price)</b>	<b>Price</b>
Foxtail Removal Level 1	\$150.00
Foxtail Removal Level 2	\$190.00
Enucleation (per eye) (Cats & Dogs <25#)	\$300.00
Enucleation (per eye) (Dogs >25#)	\$450.00
Entropion (per eyelid)	\$170.00
Amputation (Cat)	\$460.00
Amputation (Dog)	\$845.00
Mastectomy (Chain)	\$800.00
Mastectomy (Single gland)	\$400.00
Mass Removal (Level will be determined based on the doctor's discretion regarding size, removing more than 1 mass, material, time, etc)	
• Level 1	\$350.00
• Level 2	\$500.00
• Level 3	\$700.00
Tail Amputation (Cat)	\$350.00
Tail Amputation (Dog)	\$450.00
Cat Bite Abscess <i>Clinic HQ Code - Abscess - Lance/Flush</i>	\$175.00
Cystotomy (Feline)	\$350.00
Cystotomy (Canine)	\$450.00
Exploratory	\$773.00
Enterotomy	\$400.00
Gastronomy	\$400.00
Splenectomy	\$700.00
Colopexy	\$300.00
Nasopharyngeal Polyp Removal	\$200.00
Inguinal Hernia Repair (Single)	\$500.00
Cherry Eye Tacking (Single gland)	\$350.00
Urinary Obstruction Catheter (Feline)	\$415.00
Wound Repair Level 1	\$175.00
Wound Repair Level 2	\$300.00

Wound Repair Level 3	\$470.00
Tear Duct Flush	\$120.00
Deobstipation	\$170.00
Rectal Prolapse	\$175.00
Anal Gland Flush	\$170.00
Nasal Flush	\$170.00
Toe Amputation (Cat) (per toe)	\$250.00
Toe Amputation (Dog) (per toe)	\$350.00
<b>Diagnostics (in-house)</b>	
Radiographs (whole body, thoracic, abdomen, orthopedic)	\$150.00
Brief Ultrasound <i>(Utilizing Dr. B's portable probe temporarily)</i>	\$100.00
Sedation (Add-On)	\$50.00
<b>Dental Services</b>	
	<b>Price</b>
Dental Routine (Dog & Cat) – Routine Scaling & Polishing	\$500.00
Dental Level 1 (Dog & Cat) - Scaling, polishing and extractions <5 teeth	\$750.00
Dental Level 2 (Dog & Cat) - Scaling, polishing and extractions 5-9 teeth	\$1000.00
Dental Level 3 (Dog & Cat) - Scaling, polishing and extractions >10 teeth	\$1500.00
<b>In House Tests</b>	
	<b>Price</b>
Parvo test	\$15.00
FeLV/FIV test <i>(Zoetis Witness)</i>	\$45.00
Fluorescein stain	\$25.00
Heartworm Test	\$45.00
<b>ANTECH (Outside Laboratory)</b>	
	<b>Price</b>
Feline Retroviral (FeLV/FIV) <i>(SA260)</i>	\$45.00
Canine GI Profile <i>(T950)</i>	\$190.00
Feline GI Profile <i>(T955)</i>	\$190.00
HW antigen <i>(T615)</i>	\$20.00
Keyscreen GI Parasite <i>(T991)</i>	\$45.00
Senior Profile w/ SDMA + UA <i>(KS705)</i>	\$190.00
Accuplex 4 <i>(AC100)</i>	\$25.00
Ringworm PCR <i>(T982)</i>	\$55.00
Total Body Function w/ SDMA (w/o Urine) <i>(SA120)</i>	\$140.00
Urine culture and Sensitivity	\$240.00
Histopathology (2 sites)	\$300.00

Urinalysis - Complete <i>(Includes US guided cystocentesis)</i>	\$85.00
Culture & Sensitivity (Anaerobic, Aerobic) - Skin	\$325.00
PreOp Scrn w/Electrolytes,SDMA,CBC <i>(SA516)</i>	\$60.00
Medications	Price
Albon Oral Suspension <i>(7-day supply)</i>	\$20.00
Animax 7.5 mL <i>(per tube)</i>	\$15.00
Azithromycin suspension 200 mg/5mL <i>(Bottle)</i>	\$20.00
Azithromycin suspension 100mg/5mL <i>(Bottle)</i>	\$20.00
Azithromycin 250 mg <i>(7-day supply)</i>	\$10.00
Carpofen 75 mg tablet <i>(5-day supply)</i>	\$12.00
Carprofen 100 mg tablet <i>(5-day supply)</i>	\$15.00
Carprofen 25 mg tablet <i>(5-day supply)</i>	\$10.00
Carprofen 50 mg/mL <i>(Dogs under 40#)</i>	\$25.00
Carprofen 50 mg/mL <i>(Dogs over 40#)</i>	\$45.00
Capstar <i>(per tablet)</i>	\$10.00
Cerenia 16 mg <i>(3-day supply)</i>	\$25.00
Cerenia 24 mg <i>(3-day supply)</i>	\$25.00
Cerenia 60 mg <i>(3-day supply)</i>	\$30.00
Cerenia Injection <i>(per mL)</i>	\$25.00
Betaicillin tablets <i>(10-day supply)</i>	\$45.00
Chlorhexidine Wipes <i>(In-house wipes)</i>	\$8.00
Betaicillin liquid suspension <i>(Bottle)</i>	\$30.00
Buprenorphine Injection <i>(Under 50#)</i>	\$22.00
Buprenorphine Injection <i>(Over 50#)</i>	\$30.00
Cephalexin 150 mg <i>(10-day supply)</i>	\$20.00
Cephalexin 250 mg <i>(10-day supply)</i>	\$12.00
Cephalexin 500 mg <i>(10-day supply)</i>	\$12.00
Clindamycin 150 mg <i>(14-day supply)</i>	\$18.00
Clindamycin 75 mg <i>(14-day supply)</i>	\$25.00
Clindamycin liquid – ZydaClin (Bottle)	\$10.00
Convenia Injection <i>(for cats &amp; small puppies &lt;15#)</i>	\$45.00
Cytopoint 10 mg <i>(per vial)</i>	\$65.00
Cytopoint 20 mg <i>(per vial)</i>	\$75.00
Cytopoint 30 mg <i>(per vial)</i>	\$85.00
Cytopoint 40 mg <i>(per vial)</i>	\$95.00

Diphenhydramine (50 mg/mL) <i>(per injection)</i>	\$10.00
DexSP (4mg/mL) <i>(per injection)</i>	\$10.00
Doxycycline 100 mg <i>(14-day supply)</i>	\$25.00
Drontal <i>(per tablet)</i>	\$15.00
Erythromycin	\$20.00
Enrofloxacin 136 mg <i>(7-day supply)</i>	\$20.00
Enrofloxacin 68 mg <i>(7-day supply)</i>	\$18.00
Enrofloxacin 22.7 mg <i>(7-day supply)</i>	\$15.00
Claro <i>(per tube)</i>	\$35.00
Fluconazole 40 mg/mL (Bottle)	\$90.00
Gabapentin 100 mg <i>(7-day supply)</i>	\$10.00
Gabapentin 300 mg <i>(7-day supply)</i>	\$10.00
Ketoconazole 200 mg <i>(21-day supply)</i>	\$20.00
Meloxicam suspension <i>(3-day supply)</i>	\$8.00
Meloxicam Injection	\$12.00
Depo-medrol Injection (40 mg/mL) Injection	\$25.00
Metronidazole <i>(14-day supply)</i>	\$15.00
Mirtazapine transdermal (Bottle)	\$40.00
Mupirocin Ointment	\$18.00
Onsior <i>(3-day supply)</i>	\$20.00
Ofloxacin Ophthalmic Solution 0.3% 10 mL	\$20.00
Panacur <i>(3-day supply)</i>	\$10.00
Pet-Tinic 4oz	\$18.00
Praziquantel Injection <i>(per injection)</i>	\$20.00
Prednisolone 5 mg <i>(Up to 30 tablets)</i>	\$8.00
Prednisone 10 mg <i>(Up to 30 tablets)</i>	\$8.00
PredNISolone Acetate Eye Drops	\$55.00
Pyrantal <i>(single dose)</i>	\$5.00
Solensia <i>(per vial) - CATS</i>	\$80.00
Sucralfate <i>(5-day supply)</i>	\$9.00
Terramycin	\$30.00
Terbinafine 250 mg <i>(Up to 21 tablets)</i>	\$15.00
Trazodone 100 mg <i>(7-day tablet)</i>	\$5.00
Trazodone 50 mg <i>(7-day tablet)</i>	\$5.00

Tresaderm (7.5 mL Bottle)	\$40.00
Tobramycin with Dexamethasone (1 mL) Nasal Drops	\$25.00
Virbanel (25-200#) (per tablet)	\$20.00
Virbanel (6-25#) (per tablet)	\$10.00
Vetericyn Plus VF Spray (3 oz)	\$18.00
Marbofloxacin 25 mg (7-day supply)	\$25.00
Serum Eye Drops (In-House)	\$45.00
<b>Vaccines</b>	<b>Price</b>
DAPP	\$20.00
FVRCP	\$20.00
Rabies	\$20.00
Leptospirosis	\$30.00
Influenza	\$45.00
Feline Leukemia (with proof of negative FeLV test)	\$40.00
Bordetella (intranasal)	\$30.00
<b>Miscellaneous</b>	<b>Price</b>
Nail Trim	\$10.00
Anal Gland Expression	\$40.00
SQ Fluids (Treatment In-House)	\$25.00
Recovery Cone	\$10.00
Microchipping	\$25.00
Physical Examination	\$45.00
Ear Cleaning	\$20.00
IV Fluid therapy w/ Catheter placement	\$85.00
IV Catheter Placement	\$20.00
IV Catheter Replacement	\$20.00
Bandage Application	\$45.00
Bandage Change	\$45.00
Splint Placement (Cats) <i>Includes: bandage material and splint</i>	\$100.00
Splint Placement (Dogs) <i>Includes: Bandage material and splint</i>	\$150.00
Enema	\$20.00
Needles (20 total)	\$8.00
IV fluid line (each)	\$12.00
LRS bag (each)	\$15.00

Clip and Clean Wounds (w/o Sedation \$\$)	\$25.00
Punch Biopsy	\$30.00
Pluck & Clean Ears	\$50.00
Chill Protocol (Prescribed) - 7-day course of Trazodone and Gabapentin	\$20.00



# Monterey County Board of Supervisors

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

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

## Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Kate Daniels to:

**Agreement No.: A-17082 ; Amendment No.: 1**

- a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Agreement No. A-17082 with Spay Neuter Imperative Project (SNIP) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents in unincorporated Monterey County communities, the City of Salinas, and Shelter Sniptember Clinics, adding \$37,500 for a new total Agreement amount of \$352,500, with no change to the Agreement term of September 1, 2024 to June 30, 2025; and
- b. Approve and authorize the Director of Health Services or designee to execute up to two future amendments to this Agreement where the amendments do not exceed 10% (\$31,500) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed \$384,000.

PASSED AND ADOPTED on this 18<sup>th</sup> day of February 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels  
NOES: None  
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 18, 2025.

Dated: February 21, 2025  
File ID: A 25-034  
Agenda Item No.: 27

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

Vicente Ramirez, Deputy



**AMENDMENT NO. 1  
TO THE AGREEMENT BETWEEN THE  
COUNTY OF MONTEREY  
AND  
SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA dba SNIP**

**This Amendment No. 1** to Agreement, No. A-17082, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Spay Neuter Imperative Project California dba SNIP, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the COUNTY and CONTRACTOR entered into Agreement A-17082 with a start date of September 1, 2024 in an amount not to exceed \$315,000 for the provision of all-inclusive feral cat spay/neuter clinics along with domestic cat spay/neuter clinics within unincorporated Monterey County communities and the City of Salinas with no cost for residents, and Shelter Sniptember Clinics; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend AGREEMENT No. A-17082 to replace Exhibit A and add \$37,500 to increase the total amount of the Agreement to \$352,500 to cover 10 separate additional clinics (2 clinics per month) between February 1, 2025 and June 30, 2025.

**NOW THEREFORE**, both parties hereby agree to renew and amend the Agreement as follows:

1. **Section 2.0, “PAYMENT PROVISIONS”**, shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$315,000” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$352,500”.
2. **Exhibit A is replaced** with Exhibit A-1. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.
3. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the County on October 8, 2024.
5. This Amendment No. 1 is effective upon execution.

\*\*\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\*\*\*

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

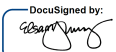
**COUNTY OF MONTEREY**

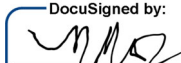
**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Spay Neuter Imperative Project  
California dba SNIP  
Contractor's Business Name\*

Date: \_\_\_\_\_

By:   
Department Head (if applicable)  
Date: 2/25/2025 | 10:39 AM PST

By:   
(Signature of Chair, President, or Vice President)\*

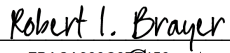
By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Melanie Scherer Founder  
Name and Title

Date: \_\_\_\_\_


Date: 1/22/2025 | 2:49 PM PST

Approved as to Form<sup>1</sup>

By:   
County Counsel  
Deputy County Counsel  
Date: 1/28/2025 | 8:20 AM PST

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*  
Name and Title

Approved as to Fiscal Provisions<sup>2</sup>

By:   
Auditor/Controller  
Auditor Controller Analyst I  
Date: 1/28/2025 | 9:16 AM PST

Date: \_\_\_\_\_

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9 of Standard County Agreement.

**EXHIBIT A-1**

**To Agreement by and between  
Animal Services, hereinafter referred to as “COUNTY”**

**AND**

**Spay Neuter Imperative Project (SNIP), hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR will hold up to 48 clinics for unincorporated County of Monterey residents for Fiscal Year 2024-25 and 24 clinics for the City of Salinas residents.
  - a. Clinics will be either; (a) feral cat clinics where each feral cat clinic includes the spay/neuter, and ear tipping for each feral cat. These clinics are expected to serve approximately 40 cats per clinic. Additional services requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker; or (b) domestic (owned cat and dog) animal spay/neuter clinics that will include spay/neuter surgery with no cost to residents. Additional services requested by the pet owner/caretaker, including vaccinations, are the responsibility of that pet owner/caretaker. These clinics are expected to range between 25-40 animals depending on the number of dogs that are scheduled.
2. In addition, CONTRACTOR will hold 12 separate shelter clinics (1 clinic per month) for Animal Services from July 1, 2024, through June 30, 2025, under the provision of the renewed Sniptember Grant. Clinics will be held separately in collaboration with COUNTY.
3. CONTRACTOR, with input from COUNTY, will determine clinic types and locations within unincorporated Monterey County and the City of Salinas, specifically targeting communities that have a need for domestic animal and feral cat sterilization and areas without regular access to low-cost spay/neuter services.
4. CONTRACTOR will limit participation to unincorporated Monterey County residents or City of Salinas respectively.
5. CONTRACTOR is permitted to bring unowned feral cats that require euthanasia to Animal Services for proper disposal, within regular business hours.

Spay Neuter Imperative Project (SNIP)  
Amendment No. 1  
Term: 09/01/24 – 06/30/25  
NTE: \$352,500

**A.2** CONTRACTOR shall provide additional separate services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. 10 additional Mobile Spay/Neuter clinics will be conducted between February 2025 and June 2025, with 2 clinics scheduled per month. These clinics will focus on feral cats and as needed to fill a clinic, large dogs, all residing in any Salinas zip code (including both City and County areas).
  - a. **Cost:** Each clinic will cost \$3,750, for a total of \$37,500.
  - b. **Services:** Spay/neuter procedures will be provided at no cost to feral caretakers/owners to include ear tipping. Vaccines are not included.
  - c. **Capacity:** Each clinic will accommodate up to 40 feral cats, with a total goal of 400 ferals being served in the Salinas area during this period.

**A.3** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall provide the following data in a report: 1) total number of animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;
2. CONTRACTOR shall track the total number of surgeries per species used with renewed Sniptember grant fund and number of spay/neuter events held.
3. All written reports required under this Agreement must be delivered to the Animal Services Administrator, in accordance with the schedule above.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$352,500** (\$180,000 allotted for County of Monterey mobile clinics, \$90,000 for City of Salinas mobile clinics and \$45,000 for Shelter Sniptember clinics) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

\$3,750 total cost per County of Monterey and City of Salinas mobile clinics, feral, domestic or combination of, to include spay/neuter, and ear tip (feral only), with no additional cost to the resident or feral cat caretaker. Additional services, including

Spay Neuter Imperative Project (SNIP)  
Amendment No. 1  
Term: 09/01/24 – 06/30/25  
NTE: \$352,500

vaccinations, requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker.

\$3,750 per shelter Sniptember clinic to include spay/neuter, ear tip (if needed) only. COUNTY will provide all vaccinations as needed.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices shall be emailed directly to: [296-FinanceAS@countyofmonterey.gov](mailto:296-FinanceAS@countyofmonterey.gov)

Cc: [burnhamc1@countyofmonterey.gov](mailto:burnhamc1@countyofmonterey.gov)  
[Gonzalezg@countyofmonterey.gov](mailto:Gonzalezg@countyofmonterey.gov)

Invoices may be mailed to: Monterey County Health Department  
Attn: Accounts Payable/Environmental Health  
1270 Natividad Road  
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY. Invoices and statistics are to be submitted after each clinic is provided and will be processed accordingly per County policy and procedure.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Spay Neuter Imperative Project (SNIP)  
Amendment No. 1  
Term: 09/01/24 – 06/30/25  
NTE: \$352,500



# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
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[www.co.monterey.ca.us](http://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-17082

- a. Approve and authorize the Director of Health Services or designee to execute an Agreement with Spay Neuter Imperative Project (SNIP) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents in unincorporated Monterey County communities, the City of Salinas, and Shelter Sniptember Clinics, in the amount of \$315,000 for a retroactive term of September 1, 2024, to June 30, 2025; and
- b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments to this Agreement where the amendments do not exceed 10% (\$31,500) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed \$346,500.

PASSED AND ADOPTED on this 10<sup>th</sup> day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 10, 2024.

REVISED Date: September 26, 2024

File ID: A 24-439

Agenda Item No.: 25

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

Emmanuel H. Santos, Deputy

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Spay Neuter Imperative Project (SNIP)

---

(hereinafter “CONTRACTOR”).

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** All-inclusive spay/neuter clinics for domestic and feral cats of residents in unincorporated Monterey County communities, the City of Salinas, and Shelter Snipتمبر Clinics.

### 2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **\$ 315,000**

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from September 1, 2024 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other: Justification for Insurance Modification**

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.



7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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


*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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


~~*(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*~~

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

DS  


Contractor

DS  


County

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

#### **9.04 Other Requirements:**

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

#### **Additional Insured Status:**

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

#### **Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### **Waiver of Subrogation:**

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 **INDEPENDENT CONTRACTOR:**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 **NOTICES:**

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Cindy Burnham, Animal Services Administrator	Melanie Scherer, Founder/President
Name and Title	Name and Title
160 Hitchcock Rd., Salinas, Ca. 93908	67 Front St., Danville, Ca. 94526
Address	Address
831.769.8796	925.895.8531
Phone:	Phone:

16.0 **MISCELLANEOUS PROVISIONS.**

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

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

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

16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes

CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

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

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

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

17.2 **Counterparts.**

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

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*



18.0 SIGNATURE PAGE.

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

**COUNTY OF MONTEREY**

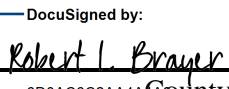
By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Department Head (if applicable)


Date: 10/8/2024 | 11:22 PM PDT

Approved as to Form  
County Counsel  
Susan K. Blicht, Acting County Counsel

By:  Robert I. Brayer  
County Counsel  
County of Monterey

Date: 8/16/2024 | 2:07 PM PDT

Approved as to Fiscal Provisions

By:  Patricia Ruiz  
Auditor/Controller  
Auditor Controller Analyst I

Date: 8/19/2024 | 7:16 AM PDT

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

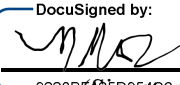
By: \_\_\_\_\_  
David Bolton, Risk Manager

Date: \_\_\_\_\_

**CONTRACTOR**

Spay Neuter Imperative Project (SNIP)

Contractor/Business Name \*

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

Melanie Scherer Founder

Name and Title

Date: 8/15/2024 | 9:47 AM PDT

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

Name and Title

Date: \_\_\_\_\_

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

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

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**EXHIBIT A**

**To Agreement by and between  
Animal Services, hereinafter referred to as “COUNTY”  
AND**

**Spay Neuter Imperative Project (SNIP), hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR will hold up to 48 clinics for unincorporated County of Monterey residents for Fiscal Year 2024-25 and 24 clinics for the City of Salinas residents.
  - a. Clinics will be either; (a) feral cat clinics where each feral cat clinic includes the spay/neuter, and ear tipping for each feral cat. These clinics are expected to serve approximately 40 cats per clinic. Additional services requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker; or (b) domestic (owned cat and dog) animal spay/neuter clinics that will include spay/neuter surgery with no cost to residents. Additional services requested by the pet owner/caretaker, including vaccinations, are the responsibility of that pet owner/caretaker. These clinics are expected to range between 25-40 animals depending on the number of dogs that are scheduled.
2. In addition, CONTRACTOR will hold 12 separate shelter clinics (1 clinic per month) for Animal Services from July 1, 2024 through June 30, 2025, under the provision of the renewed Sniptember Grant. Clinics will be held separately in collaboration with COUNTY.
3. CONTRACTOR, with input from COUNTY, will determine clinic types and locations within unincorporated Monterey County and the City of Salinas, specifically targeting communities that have a need for domestic animal and feral cat sterilization and areas without regular access to low-cost spay/neuter services.
4. CONTRACTOR will limit participation to unincorporated Monterey County residents or City of Salinas respectively.
5. CONTRACTOR is permitted to bring unowned feral cats that require euthanasia to Animal Services for proper disposal, within regular business hours.

**A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

Spay Neuter Imperative Project (SNIP)  
Term: 09/01/24 – 06/30/25  
NTE: \$315,000

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall provide the following data in a report: 1) total number of animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;
2. CONTRACTOR shall track the total number of surgeries per species used with renewed Sniptember grant fund and number of spay/neuter events held.
3. All written reports required under this Agreement must be delivered to the Animal Services Administrator, in accordance with the schedule above.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$315,000** (\$180,000 allotted for County of Monterey mobile clinics, \$90,000 for City of Salinas mobile clinics and \$45,000 for Shelter Sniptember clinics) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

\$3,750 total cost per County of Monterey and City of Salinas mobile clinics, feral, domestic or combination of, to include spay/neuter, and ear tip (feral only), with no additional cost to the resident or feral cat caretaker. Additional services, including vaccinations, requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker.

\$3,750 per shelter Sniptember clinic to include spay/neuter, ear tip (if needed) only. COUNTY will provide all vaccinations as needed.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices shall be emailed directly to: [296-FinanceAS@countyofmonterey.gov](mailto:296-FinanceAS@countyofmonterey.gov)

Cc: [burnhamc1@countyofmonterey.gov](mailto:burnhamc1@countyofmonterey.gov)

[Gonzalezg@countyofmonterey.gov](mailto:Gonzalezg@countyofmonterey.gov)

Invoices may be mailed to: Monterey County Health Department  
Attn: Accounts Payable/Environmental Health  
1270 Natividad Road  
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY. Invoices and statistics are to be submitted after each clinic is provided and will be processed accordingly per County policy and procedure.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**EXHIBIT B**

**JUSTIFICATION FOR INSURANCE MODIFICATION**

Spay Neuter Imperative Project California (SNIP) has no employees and as a result is exempt from Worker's Compensation Insurance coverage. CONTRACTOR agrees to provide proof of Worker's Compensation Insurance coverage as outlined in section 9.03 "*Worker's Compensation Insurance*" of this Agreement, immediately upon CONTRACTOR hiring additional employee(s) who provide service to COUNTY.

Spay Neuter Imperative Project (SNIP)  
Term: 09/01/24 – 06/30/25  
NTE: \$315,000



# County of Monterey

**Item No.18**

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

## Board Report

**Legistar File Number: A 25-331**

**August 12, 2025**

**Introduced:** 7/30/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health Services or designee to execute a non-standard Professional Agreement with retired annuitant Benjamin Reyes Mandac, M.D., to provide medical services with physician malpractice coverage provided by the County retroactively from April 5, 2025, to April 3, 2026, with a contract limit of \$118,580 for 35% Full Time Equivalent (0.35 FTE) work; and
- b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope of services nor add funds to the agreement with a contract limit of \$118,580 for 35% Full Time Equivalent (0.35 FTE) work.

### RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

- a. Approve and authorize the Director of Health Services or designee to execute a non-standard Professional Agreement with retired annuitant Benjamin Reyes Mandac, M.D., to provide medical services with physician malpractice coverage provided by the County retroactively from April 5, 2025, to April 3, 2026, with a contract limit of \$118,580 for 35% Full Time Equivalent (0.35 FTE) work; and
- b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope of services nor add funds to the agreement with a contract limit of \$118,580 for 35% Full Time Equivalent (0.35 FTE) work.

### SUMMARY DISCUSSION:

The County of Monterey Health Department, Public Health Bureau, Children's Medical Services Division, California Children's Services (CCS) program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. Examples of CCS-eligible conditions include, but are not limited to, chronic medical conditions such as cystic fibrosis, hemophilia, cerebral palsy, heart disease, cancer, traumatic injuries, and infectious diseases producing major sequelae. CCS also provides medical therapy services at local public schools. Health and Safety Code, Section 123800 et seq. is the enabling statute for the CCS program. Dr. Mandac serves as the California Children's Services Medical Consultant. The Medical Consultant is a member of the CCS team of public health professionals dedicated to assuring the highest quality medical care for the children of Monterey County with special medical needs. The Medical Consultant determines medical eligibility for the CCS program and, in some cases, determines benefit eligibility. State CCS Regulations and Numbered Letters provide the framework for local CCS program eligibility determinations and require medical interpretation for consistent decision making. The Medical Consultant participates in state and regional CCS working groups to ensure consistent application of State guidance across the state. The Medical Consultant is also a

member of the CCS Medical Therapy Program, whose clinics are MediCal Certified Outpatient Rehabilitation Centers that provide medically necessary physical and occupational therapy to CCS clients. As such, the Medical Consultant participates in required utilization review and performs yearly annual review and medical eligibility determinations.

Due to an anomaly in the earlier contract between this provider and the County, the parties seek to replace that contract with the proposed one, and for that reason it is being entered into “retroactively.”

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goals: 3. Enhance employee wellbeing and workforce capacity; and 4. Deepen organizational effectiveness and support long-term sustainability. It also supports four of the ten essential public health services, specifically: 1. Assess and monitor population health status, factors that influence health, and community needs and assets; 2. Investigate, diagnose, and address health problems and hazards affecting the population; 4. Strengthen, support, and mobilize communities and partnerships to improve health; and 10. Build and maintain a strong organizational infrastructure for public health.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:

This Agreement is funded 100% by the grant Medical Therapy Program. There are sufficient appropriations in the Health Department’s (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

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: Veronica Salinas, Management Analyst, 755-4630

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Agreement





# County of Monterey

Item No.

## Board Report

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

Legistar File Number: A 25-331

August 12, 2025

**Introduced:** 7/30/2025

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Professional Agreement with retired annuitant Benjamin Reyes Mandac, M.D., to provide medical services with physician malpractice coverage provided by the County retroactively from April 5, 2025, to April 3, 2026, with a contract limit of \$118,580 for 35% Full Time Equivalent (0.35 FTE) work; and

b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope of services nor add funds to the agreement with a contract limit of \$118,580 for 35% Full Time Equivalent (0.35 FTE) work.

### RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Professional Agreement with retired annuitant Benjamin Reyes Mandac, M.D., to provide medical services with physician malpractice coverage provided by the County retroactively from April 5, 2025, to April 3, 2026, with a contract limit of \$118,580 for 35% Full Time Equivalent (0.35 FTE) work; and

b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope of services nor add funds to the agreement with a contract limit of \$118,580 for 35% Full Time Equivalent (0.35 FTE) work.

### SUMMARY DISCUSSION:

The County of Monterey Health Department, Public Health Bureau, Children's Medical Services Division, California Children's Services (CCS) program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. Examples of CCS-eligible conditions include, but are not limited to, chronic medical conditions such as cystic fibrosis, hemophilia, cerebral palsy, heart disease, cancer, traumatic injuries, and infectious diseases producing major sequelae. CCS also provides medical therapy services at local public schools. Health and Safety Code, Section 123800 et seq. is the enabling statute for the CCS program. Dr. Mandac serves as the California Children's Services Medical Consultant. The Medical Consultant is a member of the CCS team of public health professionals dedicated to assuring the highest quality medical care for the children of Monterey County with special medical needs. The Medical Consultant determines medical eligibility for the CCS program and, in some cases, determines benefit eligibility. State CCS Regulations and Numbered Letters provide the framework for local CCS program eligibility determinations and require medical interpretation for consistent decision making. The Medical Consultant participates in state and regional CCS working

groups to ensure consistent application of State guidance across the state. The Medical Consultant is also a member of the CCS Medical Therapy Program, whose clinics are MediCal Certified Outpatient Rehabilitation Centers that provide medically necessary physical and occupational therapy to CCS clients. As such, the Medical Consultant participates in required utilization review and performs yearly annual review and medical eligibility determinations.

Due to an anomaly in the earlier contract between this provider and the County, the parties seek to replace that contract with the proposed one, and for that reason it is being entered into “retroactively.”

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goals: 3. Enhance employee wellbeing and workforce capacity; and 4. Deepen organizational effectiveness and support long-term sustainability. It also supports four of the ten essential public health services, specifically: 1. Assess and monitor population health status, factors that influence health, and community needs and assets; 2. Investigate, diagnose, and address health problems and hazards affecting the population; 4. Strengthen, support, and mobilize communities and partnerships to improve health; and 10. Build and maintain a strong organizational infrastructure for public health.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:

This Agreement is funded 100% by the grant Medical Therapy Program. There are sufficient appropriations in the Health Department’s (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

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: Veronica Salinas, Management Analyst, 755-4630

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Agreement

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") entered into by and between retired annuitant BENJAMIN REYES MANDAC, M.D., ("PHYSICIAN" or "Employee"), and COUNTY OF MONTEREY on behalf of its Health Department, Public Health Bureau ("COUNTY" or "Employer"), a political subdivision of the State of California, sets forth the terms and conditions under which PHYSICIAN, will provide physician medical services to COUNTY.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree as follows:

### **1. RESPONSIBILITIES OF PHYSICIAN AND COUNTY**

- 1.1. **Employment of Physician.** Employer and Employee agree respectively to provide and accept "At-Will" employment which shall be pursuant to and governed solely and exclusively by the attached Terms and Conditions, Scope of Services and Exhibits of this contractual Agreement, Paragraphs I through XVII, and those other Attachments (if any) appended hereto, which are incorporated herein by this reference and form an integral part of this Agreement as if recited herein in full over the signatures affixed below. No external reference(s) are intended, and none are to be implied unless specifically identified and referenced in this Agreement.
- 1.2. **Terms and Conditions.** COUNTY and PHYSICIAN agrees to the terms and conditions described in Exhibit A attached hereto and by this reference made a part hereof.
- 1.3. **Scope of Services.** PHYSICIAN agrees to provide all of the services described in Exhibit B attached hereto and by this reference made a part hereof.

### **2. PAYMENT PROVISIONS**

- 2.1. PHYSICIAN shall be compensated at an hourly rate of \$162.8833/hour. FTE equivalent is 0.35 FTE, with a maximum contract limit of \$118,579.02.

### **3. TERM**

- 3.1. This Agreement's term shall be April 5, 2025, through April 3, 2026.

### **4. RETIRED ANNUITANT ACKNOWLEDGEMENT**

- 4.1. PHYSICIAN acknowledges that PHYSICIAN is a retiree who receives CalPERS retirement benefits and that PHYSICIAN's work performed for the COUNTY

pursuant to this Agreement is subject to state retirement law restrictions for retired annuitant employment. PHYSICIAN agrees that in the performance of this Agreement, PHYSICIAN shall comply with all laws limiting employment after retirement with CalPERS member agencies, including, but not limited to, any specific limits on the number of hours a retiree may work and the amount of compensation a retiree may be paid for employment after retirement within CalPERS.

- 4.2. COUNTY makes no representations about the legality or consequences related to CalPERS or PHYSICIAN's retirement benefits.

*Space intentionally left blank*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year executed by both parties.

**DATE:** \_\_\_\_\_

**EMPLOYER:**

By \_\_\_\_\_

Elsa Mendoza Jimenez  
Director of Health Services  
County of Monterey Health Department

**DATE:** 7/21/2025 | 4:43 PM PDT

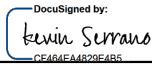
**EMPLOYEE:**

By  \_\_\_\_\_

Benjamin Reyes Mandac, M.D.

**APPROVED AS TO LEGAL FORM:**

SUSAN BLITCH, County Counsel



Deputy County Counsel

**DATE:** 7/28/2025 | 9:19 AM PDT

**APPROVED AS TO FISCAL PROVISIONS:**



Auditor/Controller, or Designee

**DATE:** 7/28/2025 | 2:26 PM PDT

**EXHIBIT “A”**

**TERMS AND CONDITIONS**

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## **TERMS AND CONDITIONS**

### **I. Employment and Duties.**

**A. Employment.** Subject to and strictly within the terms, conditions and provisions of applicable law and regulations, and the Health Department Bureau Specific policies and procedures and Medical Staff Bylaws, the Employer hereby employs Benjamin Reyes Mandac, M.D., “Employee”, who is qualified and licensed to practice medicine in the State of California, to render and perform medical or other health care services under the direction and designation of the Employer, on an “at-will” basis, in the Public Health Bureau. All references hereinafter to “practice of medicine,” “medical” or “medical practice” shall include those other health care practices and services for which Employee is appropriately licensed and that are the subject of Employee’s employment hereunder.

**B. Duties.** The Employee agrees to comply with all policies concerning the attending of patients and medical practice at the Employer’s various practice sites that are established by the Employer, its departments, or Bureaus from time to time during the term of this Agreement, or any extension thereof. The Employee agrees to practice in accordance with the applicable provisions of the Health Department’s policies and procedures and Medical Staff Bylaws.

The Employee understands that Employer’s medical practice includes patients under a variety of payment programs, and, within the scope of Employee’s medical specialty, Employee agrees to provide care to all patients, of any payor type, that may be assigned to him/her or that may request his/her services, subject to any policy of Employer permitting the transfer or reassignment of patients. During the term of this Agreement, the Employee shall render all such medical care and treatment in accordance with the Scope of Services attached to this Agreement as **Exhibit “B.”**

Employee shall comply with all applicable County personnel and other County policies and procedures, as adopted or amended from time to time, whether referenced in this Agreement or not. In addition, the Employee shall comply with all applicable Health Department regulations, policies and procedures as may be adopted or amended from time to time. Employee shall complete and file all forms and make written acknowledgment of such policies as are required by the County. Employee shall abide by all applicable laws, rules, regulations and policies and procedures, in the performance of his/her duties and obligations under this Agreement. If applicable, the Employee shall maintain medical staff privileges at the Hospital and/or other health care facilities designated by Employer, and shall cooperate with and participate in quality assurance, utilization review, peer review, and Hospital compliance plan processes established by the Employer or Natividad, their Departments or Bureaus, Hospital Medical Staff Bylaws, County or Hospital rules and regulations, and/or County or Hospital policies and procedures.

C. **Performance Standards.** Employer from time to time establishes standards of performance for Health Department employees. The purposes of these standards are: (i) to provide a visible benchmark for evaluation of the medical care and service rendered by providers, (ii) to create a feedback mechanism so that excellent performance can be encouraged and unsatisfactory performance can be identified and addressed, and (iii) to develop a basis for compensation adjustments. Performance standards may include the following areas:

1. Work Productivity / Patient Scheduling
2. Cost of Care / Resource Management
3. Patient Satisfaction
4. Utilization Review / Quality Assurance
5. Compliance with Employer's Policies & Procedures
6. Compliance with Medical Staff Bylaws
7. Compliance with Employer's Billing Policies & Procedures
8. Work Ethic
9. Peer Review

Health Department, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Employee's Bureau and from other professionals within the Health Department.

D. **Work Site:** Employer retains at all times hereunder the right and sole discretion to designate at which site the Employee shall be assigned or reassigned from time to time to render services under this Agreement. Employer in making or changing any such designation will, to the extent practical, consult with Employee regarding Employee's preferences.

## II. **TERM.**

A. **Term.** The commencement date and term of employment hereunder are set forth on Page 1, in Paragraph 2 of this Agreement. Employment is subject, however, to earlier termination as provided hereinafter.

B. **Termination by Notice.** Independent of and separately from the provisions of Paragraph X.B., the Employer and the Employee each individually reserve the right, pursuant to Paragraph X.A., to terminate the employment of Employee at the sole discretion of each without cause or penalty and conditioned only upon written notice by one to the other given not less than sixty (60) calendar days prior to the effective date of such termination. The effective date of the termination of this Agreement may be modified by mutual agreement of the parties.

C. **Special Termination.** Notwithstanding any other provision to the contrary, Employer shall have the right to terminate Employee's employment (1) upon notice effective immediately in the event the facility used by Employee in conducting Employer's medical practice becomes unusable for patient care or treatment, or (2) upon thirty (30) days' written notice for the

purpose of modifying or revising this Agreement.

**D. Termination or Amendment in Response to Reduction of Government Funding.** Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the Employer for services that are to be provided under this Agreement, Employer, in its sole and absolute discretion after consultation with the Employee, may elect to terminate this Agreement by giving written notice of termination to Employee effective immediately or on such other date as Employer specifies in the notice. Alternatively, Employer and Employee may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

**III. Status of Employee.**

1. **“Full-time Employment”** under the provisions of this Agreement is defined as the rendering of professional and/or administrative services on behalf of the Employer for the equivalent of at least 260 days per year. A day for purposes of this Agreement shall be determined by Employer in accordance with the policies and procedures of Employer as adopted and modified from time to time but shall otherwise not be less than eight (8) hours.

2. **“At-Will” Employment Status.** In executing this Agreement, Employee specifically acknowledges that his/her employment status pursuant to this Agreement is “At-Will,” subject only to the terms and conditions contained or specifically referenced herein. It is expressly agreed by the parties hereto that no work, act, commission or omission of the Employee shall be construed to make or render him/her a “permanent” County Employee with a vested property right to continued County employment, or to any County employee benefits other than those specifically set forth herein. Without limiting the foregoing, no offer or obligation of permanent employment with the County is intended or implied in any manner by this Agreement. Employee’s “At-Will” status cannot be changed by any oral or written agreement or policy.

3. The parties acknowledge and understand that Employee, as a licensed professional physician, is exempt from the provisions of the statutes and regulations of the Fair Labor Standards Act, Title 29 U.S.C. Section 200, *et seq.*

**IV. Compensation.**

A. **Total Compensation.** The Employee shall be compensated during the term of this Agreement at an hourly rate of \$162.8833 for time worked up to the contract limit of One Hundred Eighteen Thousand Five Hundred Seventy-Nine and 02/100 *Dollars* (\$118, 579.02), which shall be paid in equal bi-weekly installments, in arrears, commencing with the Employer’s first payroll after the beginning of the term hereof. Compensation shall be prorated for actual service and shall be subject to all required or customary withholding(s) and deduction(s) and any authorized payroll deductions. Notwithstanding anything to the contrary in this Agreement, the Employee acknowledges that the Employer, in its sole discretion, has the right to adjust

Employee’s Total Compensation rate on an annualized basis. Any such adjustment will be determined by Health Department in accordance with its practices, procedures and policies as adopted, modified and rescinded from time to time. The Total Compensation shall include normal and routine administrative functions as set forth in **Exhibit “A”** that is attached hereto and made a part hereof, in addition to the provision of professional medical services. Total Compensation shall not include assignments compensable under the provisions of Personnel Practices and Procedures Resolution Section A.12.

**V. Employment Benefits and Benefit Programs.**

**A. Limited Entitlement to Benefits and Benefit Programs.** The parties specifically acknowledge and mutually agree that this Agreement has been structured to provide limited Employee benefits on the one hand, while maximizing compensation to the Employee on the other hand. In establishing compensation under this Agreement, the value of certain permanent County Employee benefits has been considered. Accordingly, Employee acknowledges and agrees that he/she shall be entitled to participate in County Employee benefit programs only in the manner and only to the extent specifically set forth in this Agreement and/or its attached Exhibits. The provisions of the Personnel Policies and Practices Resolution apply to this Agreement only where and to the extent specifically referenced herein. Employee shall not become entitled by virtue of this Agreement, and shall have no claim whatsoever under this Agreement, or otherwise, against the County for any type or form of employment benefit(s) or benefit program(s) that are not specifically provided for herein.

**B. Professional Liability Insurance Benefit.** In addition to the general liability coverage that Monterey County carries on each and every Employee, the Employer shall, at its own cost and expense, obtain and maintain in force during the term hereof a professional liability insurance policy or policies, in amounts to be determined by Employer covering only those medical services and administrative services rendered by the Employee within the course and scope of his/her employment hereunder. Such insurance coverage shall include any self-insured retention by Employer. Employer may change deductibles, modify any self-insured retention, and/or adopt any other insurance arrangement as Employer deems appropriate within its sole discretion, so long as Employer maintains the minimum liability insurance coverage for the medical and administrative services rendered by the Employee that is required by the County, as currently amended.

1. The Employer maintains “claims made” professional liability insurance coverage. As a condition of employment, Employee shall be required from time to time to complete all insurance forms and supply other information deemed necessary or appropriate by Employer or by any insurer who provides or may provide coverage to Employer.

2. **“Continuous Coverage.”** Because Employer has procured professional

liability insurance covering Employee on a "claims made" basis, Employer shall hereafter at its sole cost and expense obtain and maintain "Continuous Coverage" that provides professional liability coverage to the Employee after this agreement expires or terminates for occurrences during employment. The Continuous Coverage shall be in such amounts as Employer deems appropriate for medical services and administrative services rendered by the Employee within the course and scope of his/her employment hereunder. If the current underlying insurance agreement between Employer and its insurance carrier expires or terminates, the Continuous Coverage will expire or terminate and Employer shall obtain and maintain, at its expense, Extended Reporting Period coverage and/or Prior Acts coverage, providing coverage equal to or greater than that provided by the expired/terminated Continuous Coverage.

3. **Investigation of Professional Liability Claims.** To the extent that (1) a professional liability insurance policy or policies is/are provided pursuant to this Paragraph V.B.3, and/or (2) the Employee was acting within the course and scope of his/her duties under this Agreement at the time of the alleged act or omission, the insurer and/or Employer shall have the complete authority to process and administer any investigation and/or defense of any claims brought either (1) under the professional liability insurance policy, or any claim within the retained limits of such policy, or (2) based on the employer-Employee relationship, on behalf of or for the benefit of Employee. Such authority shall include, without limiting the foregoing, authority to appoint an agent to process and administer the investigation and/or defense of (i) all claims within the limits of such professional liability policy, and (ii) all claims within the retained limits of such professional liability policy. The applicable provisions of the Governmental Tort Claims Act, Government Code §810, *et seq.*, shall govern the Employer's duty to defend and indemnify the Employee. Employee shall have a duty to cooperate fully with Employer and/or the insurer in any and all such matters, without additional compensation, in the prosecution and/or defense of any threatened or initiated legal proceeding, claim, investigation, or hearing of any nature whatsoever with respect to which the Employer's and/or Employee's liability is at issue or the Employer is/may be entitled to indemnification hereunder. Such duty shall survive the termination of this Agreement for any incident(s) occurring, either all or in part, within the term of this Agreement.

C. **Professional License, Membership, and CME.** Employee shall at his/her sole cost and expense, be responsible for fulfilling on a timely basis all licensure, medical organization membership, and continuing medical education requirements imposed by law or regulation.

D. **Honoraria** are subject to the policies, practices and procedures that are adopted, amended or revoked from time to time by or under the authority of the County's Board of Supervisors or County Administrative Officer, specifically including those mentioned below in Paragraph V.L. Employee shall be solely responsible for payment of any and all applicable taxes and withholdings thereon.

**E. Outside Professional Services.** In the event that the parties agree that Employee may from time to time provide consulting or other professional services to organizations other than the Health Department, Employee agrees to follow and abide by County and Health Department rules and procedures for approval of outside employment (See, *e.g.*, Personnel Policies & Procedures Resolution No. 98-334, Section B.14.). In any provision of outside consulting services by Employee:

1. Employee shall provide all outside professional services on his/her own personal time and not during hours he/she is obligated to provide services to the Health Department.

2. Employee shall make no claim(s) to be an agent or representative of the Health Department when providing or negotiating for the provision of outside professional services.

3. The outside professional services provided by Employee shall in no way be permitted to interfere with the Employee's performance of job duties or the ability to provide services to the Health Department as described in this Agreement and its attachments.

4. No outside employment shall be undertaken by the Employee that does or may present a conflict of interests, or that has or may have the appearance of a conflict of interests with the duties and obligations of the Employee under the provisions of this Agreement and its attachments.

5. Employee shall provide no outside professional services to healthcare systems in exchange for compensation within the Relevant Geographic Area except when it is mutually determined by the Health Department and Employee after discussion that such outside activities do not detrimentally affect the services or quality of care rendered hereunder. Health Department agrees that it shall not unreasonably withhold such determination. The phrase "Relevant Geographic Area," as used herein, means that geographic area of California composed of the following counties: Monterey, Santa Cruz, San Benito, Santa Clara, San Luis Obispo, and San Mateo; provided however, in the event that such geographic area exceeds the maximum area permitted by law or for any other reason does not state an appropriate geographic area within which the provisions of this section shall apply, then within the maximum geographic area as renegotiated by the parties in good faith or as reformed by a court.

6. Employee agrees to give the Employer prompt written notice of any income received from professional honoraria, writings, patents, licenses, public appearances, lectures (outside of and apart from Employee's contractual obligations pursuant to this Agreement), medical business ventures and non-medical activities received during the term of this Agreement. Such income shall belong to Employee, who shall be solely responsible for payment of any and all applicable taxes thereon and deductions therefrom; and Employee shall have the sole

right to set the fees for such matters.

**VI. Leave of Absence.**

**A. Scheduling Vacations and Continuing Medical Education.** Scheduling of vacations, continuing medical education and holiday observances are matters to be arranged between Employee and the service director or manager, which shall be achieved in such a manner as to promote the most efficient functioning of the Health Department in providing patient care. Scheduling shall be accomplished pursuant to such Health Department rules and procedures as may be promulgated and/or modified from time to time.

**B. Leave of Absence Without Pay.** Employee may qualify for approval of a leave of absence without pay within the discretion of the Employer, subject to applicable law and regulations, and the practices, policies and procedures of the County, as amended or modified by the County's Board of Supervisors from time to time.

**C. Unavailability or Absence After Notice of Termination.** After delivery of a termination notice by either party in accordance with Paragraph II.B., if Employee is absent or unavailable to perform the duties set forth in this Agreement because of illness, accident or injury, or because of required jury duty (but not an absence for the purpose of giving expert witness testimony or required testimony in a professional liability suit or other court or administrative proceeding involving the Employer's employees or patients), or for any other reason not specifically approved in advance in writing by the Employer, the following shall apply:

1. Employee shall not be entitled to receive compensation or receive payment of any expenses incurred during that absence or unavailability as described in this Paragraph VI.C of the Agreement.

2. However, Employee shall continue to receive the benefits described in Paragraphs IV.B.

3. Any health insurance coverage being maintained for the Employee and his/her spouse/dependents through the Employer shall be continued subject to the Employee's reimbursement to the Employer of the cost of such coverage within five (5) days of demand therefor; and if reimbursement is not so made, the Employer may, at its option and within its sole discretion, thereafter terminate the Employee and/or dependent medical coverage in accordance with applicable law and regulations.

**VII. Medical / Mental Examinations and Testing.**

**A.** Employee represents that he/she is physically and mentally capable of safely and competently performing the services required by this Agreement. During the term of this Agreement, the Employer, at its sole discretion, may require the Employee to undergo medical/mental examination(s), including all necessary testing, which will be performed by physicians



and/or other health care professionals designated by the Employer and at the Employer's sole expense, to verify that Employee is currently capable of safely and competently rendering the services required by this Agreement; and if not, to determine those limitations to which the Employee is subject. The Employee agrees to undergo such medical examination(s) if requested by the Employer, in accordance with County policy, as adopted and amended from time to time.

**B.** It is the policy of Employer to maintain a workplace that is free of alcohol and drugs, in order to protect patients and co-workers, and Employer has adopted policies to that effect in compliance with federal and state law. Employee represents that he/she is now and will remain in compliance with this policy, so that he/she can safely and competently perform all of the services required by this Agreement. The parties mutually agree that abuse of drugs or alcohol is incompatible with health, safety, efficiency and the successful delivery of high-quality healthcare to patients. Employees who are under the influence of or impaired by a drug or alcohol on the job endanger their own health and safety, as well as that of patients.

1. The conduct prohibited by this policy includes but is not limited to the following:
  - a. the abuse of any legal drug.
  - b. the possession or use of any illegal drug.
  - c. the abuse of alcohol; and
  - d. working while impaired by the use of a legal drug, an illegal drug, and/or alcohol.

2. If Employer has a reasonable suspicion that Employee is performing services in an impaired condition, Employer may refer the matter to the Health Department- Human Resources for handling in accordance with applicable law and regulations, the Medical Staff Bylaws and/or County policies, as amended and adopted from time to time. Employee's refusal to cooperate with the process shall be deemed, within the Employer's sole discretion, a major breach of this Agreement.

#### **VIII. Charges for Services and Other Fees; Compliance with Laws and Regulations.**

**A. Fees and Charges.** Unless otherwise specifically provided herein, all charges and accounts receivable for professional services rendered by the Employee shall be the sole property of the Employer, and the Employer shall have the exclusive authority to establish all fees to be charged for services rendered by the Employee. The parties agree that Employee shall not bill or charge, or cause any other person to bill or charge, any patients, payors or other responsible third parties, for services rendered pursuant to this Agreement. Health Department shall be solely responsible for billing and collecting all fees and charges from patients, payors or other responsible third parties for any services performed by Employee under this Agreement. Employee agrees to cooperate in completing all necessary paperwork to facilitate billing by Employer.

1. Employee agrees to be enrolled in the Medicare and Medicaid (Medi-Cal) Programs as required in order to permit Health Department to bill for Employee's services.

2. Employee shall be reasonably available to participate in any appeal or other action by or against any payor, reimbursement or payment program in connection with any denial, refund, or other payment dispute in which Employee's performance of professional medical services is at issue. The provisions setting forth the obligations, rights and duties of the parties contained in this Paragraph shall survive the termination or expiration of this Agreement.

**B. Reports and Records of Charges.** Employee shall promptly prepare and file, in accordance with the timelines, policies and procedures established by the Employer from time to time, full, accurate and complete medical records and reports of all examinations, procedures and other medical services performed by Employee hereunder. Employee shall cooperate with Employer in preparing and completing any and all records, reports or claim forms required to be completed in order for Employer to bill and/or to be paid or reimbursed by patients, payers or other responsible third parties for medical services rendered by Employee. Employee shall assist the

Employer in analyzing or interpreting any and all reports prepared by Employee to the extent requested.

**C. Representations and Compliance.** In performing services and preparing records under this Agreement, Employee shall at all times comply with all applicable laws and regulations and policies and procedures.

1. By the submission of any record or report of any examination, procedure or other medical services, Employee shall be deemed to represent and warrant to Employer that: (1) the record or report is full, accurate and complete to the best of his/her knowledge; (2) the services performed were medically necessary for diagnosis and/or treatment of the patient; (3) the services described were actually performed for the patient indicated; (4) Employee personally performed all services described in the record or report; and (5) the level and character of services performed is accurately described.

2. Employee agrees to complete all Compliance Training as set forth in the Policies and Procedures. Employee agrees to review, and abide by, all applicable Codes of Conduct. Employee shall report any reasonably suspected compliance violations to his/her Service Director or Manager, supervisor, designated compliance contacts, or via the hotline (if applicable). Employee understands that reasonable reports of suspected violations will not result in any retaliatory actions.

**IX. Compliance With Ethics and Laws.**

**A. Representations.** The Employee represents that he/she is a physician or other health care provider duly licensed to practice medicine or other health care profession in the State of California, is in good standing with the Medical Board of California, or other governing board (the “Board”) and that he/she has never been and is not now the subject of any pending disciplinary action by the Board or the equivalent medical licensing authority of any other state in the United States, or on notice of possible assertion of disciplinary action(s), other than such action(s) previously fully disclosed to the Employer in writing. At all times during the term hereof, the Employee shall be and remain licensed to practice medicine or other health care profession in the State of California.

The Employee hereby further certifies that he/she is not currently excluded, suspended or barred from participation in Medicare, Medicaid, Medi-Cal, or any other plans and programs that provide health benefits funded directly or indirectly by the United States or the subject of an audit or investigation related to these programs. Furthermore, Employee certifies that he/she has not had any actions taken against his/her Medicare, Medicaid, or Medi-Cal participation, including revocation, termination, suspension, or similar action. Employer may take any necessary actions in response to the imposition of one of the actions set forth in this paragraph, up to and including termination of this Agreement. In providing the professional physician, and/or teaching and administrative services under this Agreement, Employee shall at all times comply with all applicable laws, rules and regulations applicable to Employee, including, without limitation, the False Claims Act (31 U.S.C. §§ 3729-3733), Anti-Kickback Statute (42 U.S.C. § 1320a-7b), Physician Self-Referral Law (42 U.S.C. § 1395nn), and Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a); the Medical Staff Bylaws, County or Health Department rules and regulations; and with the Health Department and its peer review, quality assurance, utilization review, and compliance program functions, and all Health Department policies and procedures.

In addition, in providing services pursuant to the terms of this Agreement, Employee shall actively assist the Health Department in assuring that the Health Department meets the standards and requirements of applicable laws and regulations, third party accreditation requirements, and third-party payor certification requirements.

Employee shall serve and actively participate in the various committees of the Health Department medical staff, as set forth in the Medical Staff Bylaws (if applicable), or as requested or required by the Medical Director from time to time.

Employee acknowledges that Employer has no duty to or expectation of any referrals to Employee for medical services to be performed outside of this Agreement.

**B. Notice of Action.** The Employee agrees to give the Employer prompt written notice of any investigation or action, pending or threatened, concerning any matter of which the Employee acquires knowledge which arises from patient care provided by Employer hereunder, or may affect his/her license to practice medicine or other health care profession, eligibility to participate in Medicare, Medicaid, Medi-Cal or any other plans or programs that provide health

benefits funded directly or indirectly by the United States, or medical staff privileges at any health care facility. Such notice shall be provided to the Employer within ten (10) days of receipt.

C. **Ethics.** The Employee covenants that in performing his/her duties for the Employer, the Employee will comply with all of the ethics, laws and regulations governing the practice of medicine in the State of California, including all applicable rules and regulations of the applicable California Medical Board, and all federal, state and/or local statutes, regulations or ordinances applicable to the practice of medicine.

D. **Disruptive Behavior, Discrimination, Sexual Harassment and Workplace Violence.** The Employer's policies and procedures prohibit disruptive behavior and discrimination in any of its forms, including sexual harassment, and forbid violence in the workplace or anywhere else having a nexus with the workplace. Employee's signature on this Agreement constitutes Employee's promise to complete all required training, remain informed regarding such policies, and to fully comply therewith.

X. **Termination of Employment.**

A. **Termination of "At-Will" Employment.** The Employee and Employer each acknowledge that employment pursuant to this Agreement is "At-Will" employment, that the terms of this Agreement and any documents specifically referenced therein constitute their entire working relationship, and that there is no other or additional agreement or covenant, either express or implied, between the Employee and the Employer, for long-term or permanent employment. The Employee and the Employer each has the separate and independent right to terminate this employment relationship by notice at any time, without cause, within the sole discretion of each of them, subject only to the procedural requirements of Paragraphs II.B and C., and Section X of this Agreement.

1. If Employer gives notice of early termination, the Employee shall have the right, upon request, to discuss the termination of this Agreement with Employer prior to the effective date thereof. As set forth hereinabove, Employee shall not accrue any vested property right to or legally protected interest in continued or permanent employment because of this Agreement. The procedure(s) for termination of this employment Agreement shall be limited to that which is specifically set forth in this Agreement, or any mutually agreed upon amendment hereto.

2. To the extent permitted by law, the expiration of this Agreement, or its earlier termination, shall not require adherence to or compliance with any of the procedures set forth in the Medical Staff Bylaws, such as a Medical Staff hearing or other applicable procedures. In addition, the termination of this Agreement shall have no effect on the physician's Medical Staff membership, status or privileges; provided, however, that any exclusive rights or privileges of said physician derived solely under this Agreement shall thereupon immediately terminate without compliance with any Medical Staff Bylaws, or rules, regulations, policies and

procedures, to the extent permitted by applicable law.

**B. Termination For Breach of Agreement.** The employment of the Employee may terminate immediately upon the occurrence of any one or more of the following events:

1. The suspension or revocation of the Employee's license to practice of medicine or health care profession by the applicable California licensing Board;

2. The revocation, termination, suspension or disbarment from participation in Medicare, Medicaid, Medi-Cal and/or all other plans and programs that provide health benefits funded directly or indirectly by the United States.

3. The restriction or termination of the Employee's medical staff privileges at any hospital or other health care facility; provided, however, that temporary suspension or loss of medical staff privileges as a result of the failure to pay medical staff dues, or failure to comply with administrative requirements of the hospital or because of insufficient patient care activities at a hospital shall not result in the termination of Employee's employment under this Agreement, unless the loss of hospital staff privileges renders Employee unable to perform his/her duties hereunder; and provided that the Employee takes prompt effective action to have his/her medical staff privileges restored;

4. The Employee is unable to qualify or is unable to remain qualified at standard premium rates for the professional liability insurance coverage maintained by the Employer.

5. Within the sole and complete discretion of the Employer, termination of this Agreement may result immediately in the event of the occurrence of any one or more of the following:

a. The Employer determines that the Employee has violated Employer's policies for an alcohol/drug free workplace.

b. The Employee is reasonably alleged, as determined by the Employer, to have engage in serious violations of law, regulation, or professional ethics that the Employer determines may result in harm either to patient care or to the reputation of the Employer.

c. The Employer determines that the Employee is in violation or breach of any provision of this Agreement, and thirty (30) days has passed since written notice of the violation or breach has been given by the Employer, without remedy thereof by the Employee to the satisfaction of the Employer.

d. The Employer determines that any representation made by the Employee in this Agreement, including but not limited to Paragraph VII, Paragraph VIII.C.1, Paragraph IX.A, or Paragraph X.B., hereinabove, is in any material respect false, untrue or

misleading, including any material omission;

e. The Employer determines that the Employee has failed to give prompt written notice to the Employer of the existence of an investigation concerning the professional competence of the Employee by the medical staff of a hospital or health care facility at which the Employee has been granted staff privileges, by the applicable California licensing Board or the equivalent licensing authority of any other state, or of the existence of any pending or threatened action or proceeding concerning the Employee involving allegations of professional misconduct, malpractice or incompetence, or sexual harassment on the part of the Employee, or of the existence of any pending or threatened action of proceeding concerning the Employee involving allegations of Medicare, Medicaid, and Medi-Cal fraud, waste or abuse;

f. The Employer determines that there exists “medical disciplinary cause or reason,” as that term is defined by Business & Professions Code §805(a)(6), pursuant to the procedures established by the Employer in accordance with Business & Professions Code §§809 through 809.9;

g. The Employee fails to participate or cooperate in Employer’s peer review, utilization review, quality assurance and/or compliance program activities or functions or has violated the confidentiality provisions of Paragraph XII.D of this Agreement.

h. A finding of “Reasonable Cause” to believe, after investigation, that the Employee has committed acts of discrimination, and/or sexual harassment, and/or workplace violence, either in or having a nexus with the workplace.

i. A finding, after investigation, that the Employee has violated a workplace policy and/or procedure that the Employer determines has resulted in harm either to patient care or to the reputation of the Employer.

6. With respect to any material breach not specifically listed hereinabove, including the Employee’s failure to meet the performance criteria established by the Employer and/or its governing board(s), as modified from time to time, for either the provision of medical services or for teaching or administrative performance, the parties mutually agree that each party shall give the other notice of any such breach, and shall afford the other a reasonable amount of time, not to exceed thirty (30) days, to cure said breach prior to giving notice of termination of this Agreement for cause.

C. **Proration.** Except as otherwise provided in this Agreement, the Employee’s compensation and benefits under this Agreement shall be prorated to the last day during which the Employee actually performs services for the Employer.

**D. Advancing Termination.** If a notice of termination is given by the Employer, Employer may advance the effective date of termination as it deems advisable within its sole discretion, by paying to Employee the compensation, less withholdings and deductions, that would be earned had Employee worked from the advanced effective date of termination to the end of the applicable notice period. If a notice of termination is given by Employee, Employer may advance the effective date of termination as it deems advisable within its sole discretion, by paying to Employee the compensation, less withholdings and deductions, that would have been earned had Employee worked from the advanced effective date of termination for an additional thirty (30) days. In order to do so, the Employer must make a determination that circumstances exist that make the immediate removal of the Employee in the best interests of the County, and that the Employee cannot be effectively used in his/her job classification.

**E. Employer's Assets.** Upon termination of employment, Employee shall have no right or claim to any of Employer's medical practice or the assets thereof, including, without limitation, its accounts receivable, equipment, telephone numbers, patient lists and records, including x-rays and photographs, or any other assets or proprietary rights of any kind or type belonging to Employer.

**XI. Termination Because of Death or Illegality.**

**A.** In the event of the Employee's death during the term hereof, Employee's employment hereunder shall terminate immediately.

**B.** Notwithstanding anything to the contrary herein contained, in the event performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the license of either party, its participation in or reimbursement from the Medicare, Medi-Cal, Blue Cross or other reimbursement or payment programs, its tax-exempt status or the tax-exempt status of interest earned on any of its bonds or other financial obligations, or its full accreditation by any state or nationally recognized accreditation organization, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, the parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the parties are unable to reach agreement on such changes within thirty (30) days after initiating negotiations, Health Department or Employee may, at their option, terminate this Agreement upon thirty (30) days' prior written notice to the other party.

**XII. Release of Employment Records or Required Reports.**

**A. Material Information.** In the event that the Employer at any time has reasonable cause to believe that a complaint has been made against the Employee by a patient, the California

Medical Board, any other person or governmental entity, any health care facility at which the Employee has been granted staff privileges, or the National Practitioner Data Bank is conducting or has conducted an investigation relating to the Employee's professional credentials or competence, the Employer shall have the right to obtain and review any material information regarding any such complaint or investigation. The Employee hereby consents to the release and disclosure of any such information by any such entity, agency or health care facility to the Employer and agrees to cooperate with the Employer upon request to permit the Employer access to such information, including the execution of such consents and waivers as may be required by any such entity, agency, or health care facility.

**B. Disclosure.** The Employee hereby consents to the disclosure by the Employer of any material information relating to the Employee's professional credentials or competence to any health care facility at which the Employee has been granted staff privileges, and to any HMO, PPO, third-party payor, or similar organization for whom the Employer provides, or may provide, medical services, the California Medical Board, and the National Practitioner Data Bank.

**C. Release & Hold Harmless Agreement.** The Employee agrees, as a condition of entering into this Agreement of Employment, to release from liability and hold harmless the Employer, its Board of Supervisors, Board of Trustees or other governing board(s), officers, employees and agents, to the fullest extent permitted by law, for their good faith act(s) and communication(s) of information and documents in connection with the Employer's participation in peer review, utilization review, quality assurance and/or compliance program functions and activities for the purposes of monitoring or evaluating the Employee's training and experience, performance, competence, character, conduct and judgment. Further, the Employee releases all such parties from liability to the fullest extent permitted by law, for the good faith communication of all information and documents between the Employer and any other persons, organizations or health care entities of any kind with which the Employee may have been or may become affiliated, for purposes of such evaluation. Employee shall, upon request, execute general and specific releases in accordance with the express provisions and general intent of this Subparagraph, except that execution of such releases shall not be deemed a prerequisite to the effectiveness of this Subparagraph.

**D. Confidentiality.** The Employee understands that the Employer performs peer review, utilization review, quality assurance and/or compliance plan functions and activities, and that the Employee may be requested or required to participate in those activities. The Employee understands that confidentiality is essential to the effective performance of peer review, utilization review, quality assurance (see, *e.g.*, Evidence Code §1157) and/or compliance program activities, and is required by law (*e.g.*, California Civil Code §56; Health Insurance Portability & Accountability Act of 1996 ("HIPAA") and accompanying Federal Regulations) of both Employer and Employee. The Employee therefore agrees to maintain the confidentiality of all information received by the Employee pertaining to such activities and agrees not to voluntarily disclose such information to any person or entity, except (i) for persons specifically authorized to receive it



in the conduct of the Employer's affairs or as directed by the Employer's authorized officers, or (ii) as required in conjunction with other hospital, professional society, or licensing authority. The Employee acknowledges that a breach of this provision may result in irreparable harm and legal liability to the Employer and affected practitioners, and that any breach or threat of breach of this provision is grounds for legal action against the Employee, including but not limited to an injunction to prevent or enjoin such disclosure, or for damages resulting from such disclosure.

E. **Survival.** The provisions setting forth the obligations, rights and duties of the parties contained in this Paragraph shall survive the termination or expiration of this Agreement.

### **XIII. Patient Records.**

A. **Files and Records.** Any patient files and medical records created or compiled by, or added to by Employee during the term of Employee's employment are and shall remain the sole property of Employer, and Employee shall have no right to or property interest in such patient files, medical records, or the accounts receivable due from patients. Further, Employee will not disclose or use in any way adverse to the Employer or any patient, or contrary to law or regulations or policies and procedures, any such confidential information, patient lists or other proprietary information belonging to Employer.

B. **Patient Record Requests.** Following the termination of Employee's employment, any patient who makes a request will be provided with the forwarding business telephone number of the Employee, if former Employee provides Employer with such a number in writing. Patients may submit a written request to have a copy of their medical records delivered to the former Employee, provided that a reasonable copying charge is paid to Employer by the former Employee. However, nothing contained in this Paragraph XIII.B shall be construed to relieve the former Employee from the prohibitions contained in Paragraph XVI.D against solicitation of former patients or encouraging them to seek medical care other than from Employer.

C. **Storage of Records.** The parties agree that after the termination of Employee's employment, Employer shall continue to store and maintain its patient medical records for the period required by law, and Employee shall be allowed reasonable access to such records for purposes relating to the defense of any threatened or pending medical malpractice action(s).

### **XIV. Protection of Proprietary Rights.**

A. **Non-solicitation of Patients.** Employee expressly acknowledges and agrees that all of the patients to whom Employee renders medical services pursuant to this Agreement are and will remain patients of Employer, and Employee shall not urge or encourage said patients to

seek medical care elsewhere unless necessary for the best interests of the patient. For a period of one (1) year after the termination of Employee's employment, Employee will not solicit or contact patients of Employer for the purpose of urging or encouraging patients of Employer to seek medical care elsewhere.

**B. Confidential Information.** Employee expressly acknowledges that during the course of his/her employment with Employer, he/she may have access to trade secrets, proprietary information and confidential information of Employer including, but not limited to, patient files and records, patient volumes, market share, strategic business planning, referring physicians, the identity, names addresses, telephone numbers and medical history of existing patients and prospective patients, the terms of provider agreements with HMO's, PPO's and third-party payors, as well as the referral sources and methods of doing business of Employer. Employee expressly agrees that all such information shall be and remain confidential and the property of Employer. Employee shall not communicate such information, records or property to any third persons, duplicate, photocopy, transcribe, remove any such information, records or property from the premises of Employer, or otherwise make use of such information. Further, Employee agrees that both during and after his/her term of employment, Employee shall protect and preserve the confidential and proprietary nature of all such information, records or property and shall not: (i) disclose such information to any other person or entity, except to the extent required by law or medical ethics; or (ii) use such information to the advantage of him/herself or any other person or entity.

**C. Non-solicitation of Employees.** At all times during the term of Employee's employment, and for a period of one (1) year after the termination of this Agreement or any extension/amendment thereof, Employee agrees that he/she shall not solicit or contact any Employee(s) or personnel employed by Employer at any time during the term of Employee's employment for the purpose or urging or encouraging any of the Employees of Employer to seek medical employment elsewhere, or employ any such person.

**D. Liquidated Damages.** Employer and Employee agree and acknowledge that it would be impractical or extremely difficult at best to measure the actual damages suffered by Employer as a result of a breach by Employee of his/her obligations pursuant to this Paragraph XIV. Accordingly, in the event of any such breach by Employee (factually determined by Employer to have occurred, after a reasonable investigation into an alleged breach), Employee shall pay the sum of Fifty Thousand Dollars (\$50,000) to Employer as liquidated damages, and not as a penalty. Employer and Employee agree that such amount of liquidated damages is a reasonable amount for liquidated damages for breach of this Paragraph XIV under the circumstances existing at the time this Agreement is entered into. In consideration of the payment of such liquidated damages, Employer shall be deemed to have waived all other claims for damages or relief at law or equity under this Agreement.

**E. Survival.** The provisions setting forth the obligations, rights and duties of the

parties contained in this Paragraph shall survive the termination or expiration of this Agreement.

**XV. Doctor - Patient Relationship; Nondiscrimination.**

A. Nothing contained herein shall be construed to modify, alter or change in any manner or respect, as to patients of the Employer served by the Employee, the ethical relationship of doctor and patient.

B. Except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental disability is medically significant to the provision of appropriate medical care to the patient, Employee shall ensure that he/she shall not refuse to respond to a request for any administrative, professional or other service described herein on the basis of a patient's race, ethnicity, religion, national origin, citizenship, age, sex, sexual preference, preexisting medical condition, physical or mental disability, insurance status, economic status, or ability to pay for medical services.

**XVI. Payor Contracts.**

A. **Agreement to be Bound.** Employee agrees to participate in and be bound by all applicable provisions of any health care contracts to which Employer is now, or hereafter becomes a party, and any other agreements under which Employer provides medical services. Employee agrees to do all such acts as are required in furtherance of such participation, including completion of necessary forms and provision of requested or required information. Employee understands that such agreements may impose procedural or protocol requirements and quality assessment and/or utilization guidelines upon Employee, and Employee agrees to abide by such requirements.

B. **Confidentiality.** Employee agrees that all such health care contracts are confidential, and Employee shall not use, disclose, or disseminate to any person or entity information concerning the terms, conditions, or provisions of such agreements. Further, Employee shall not enter into any health care contract on behalf of Employer, unless Employer first approves said contract in writing and specifically requests Employee to execute such contract.

C. **Power of Attorney for Third Party Payor Contracts.** Employee appoints the Chair of the Board of Supervisors, the Health Department Director, or his/her designee, to be and act as Employee's true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, to act in Employee's name, place, and stead, for the purpose of executing on behalf of Employee any and all health care contracts with third-party payors.

D. **Non-Solicitation.** Following termination of Employee's employment, Employee

shall not solicit any patients or employers or enrollees participating in any health care contracts or plans for which Employer is a provider of medical services.

E. **Survival.** The provisions setting forth the obligations, rights and duties of the parties contained in this Paragraph shall survive the termination or expiration of this Agreement.

**XVII. General Provisions.**

A. **Notices in Writing.** Notices under this Agreement shall be sent to the parties by personal delivery, by electronic facsimile, or by certified registered mail, return receipt requested, postage prepaid in the United States Postal Service at the address listed in the Employer's Human Resources system. Employee is responsible for ensuring a current address and telephone number is on record at all times, utilizing the Employee Self Service (ESS) system. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. All notices required by this Agreement shall be sufficient if given in writing that is delivered to Employee personally or to Employee's residence or sent by first class or by registered mail to the Employee's residence as to the Employee, or to the Employer's Administrative office as to the Employer.

B. **Waiver of Breach.** The waiver by either party of a specific breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

C. **Integration, Modification, Waiver of Agreement.** Each party agrees that the making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement, including the recitals, attachments and exhibits hereto, embodies the entire understanding of the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, unless expressly referred to by reference herein. Without limiting the foregoing, this Agreement shall supersede all prior agreements between the parties as of the effective date hereof. This Agreement may be amended or modified only by an instrument in writing, signed by the party to be charged.

The parties mutually agree that no evidence of any waiver or modification of any provision of this Agreement shall be offered or received in evidence in any administrative or court proceeding, or in any litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this section may not be waived except as herein set forth.

D. **Interpretation.** Article and Paragraph headings in this Agreement are not to be

considered a part of this Agreement; they are included solely for convenience and reference and are not intended to be full or accurate descriptions of the content thereof. They shall therefore not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder. This Agreement is to be interpreted as a whole document, taking into account the intent of its various provisions. Throughout this Agreement, the singular shall include the plural and one gender shall include the other gender wherever necessary.

**E. Partial Invalidity.** Except as otherwise provided in Paragraph XI.B hereof, if any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws or regulations, without invalidating the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**F. Severability.** If any provision of this Agreement shall be for any reason invalid or unenforceable, the remaining provisions shall nevertheless be effective.

**G. Binding Effect.** This Agreement shall bind and shall inure to the benefit of the heirs, successors and assigns of the parties. Notwithstanding the foregoing, this Agreement, and the rights, duties and obligations created hereunder are personal to the Employee and may not be assigned or delegated by the Employee.

**H. Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

**I. Confidentiality.** Employer and Employee shall each comply with all applicable federal and state laws regarding the confidentiality of any and all patient medical records.

**J. Construction of Agreement.** The parties agree that each party and its counsel, if any, have 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 or exhibit hereto.

**K. Agreement to Perform Necessary Acts.** Each party agrees to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of the Agreement during the term thereof.

**L. Statutes and Regulations.** Any reference in this Agreement to any statute,

regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

**M. Governing Law.** This Agreement is executed and is intended to be performed solely in the State of California. Any dispute as to the validity, construction, enforcement, or performance of this Agreement or any provision hereof shall be determined in accordance with the laws of the State of California. Venue for any legal action brought by a party pursuant to this Agreement shall be in the Courts of Monterey County.

**N. Cumulation of Remedies.** The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

**O. Subcontracting, Delegation of Performance and Assignment.** This Agreement and the rights, privileges, duties and obligations of the parties hereunder shall not be subcontracted, delegated and/or assigned by the Employee to a third party.

**P. Time of Essence.** The parties agree that time is of the essence throughout the term of this Agreement and any extension or renewal thereof, and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

**Q. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**EXHIBIT “B”**

**SCOPE OF SERVICES**

**I. IN GENERAL.**

You are being employed as a Physician in a 35% (0.35% FTE) position with the County of Monterey Health Department (“MCHD”).

**II. SERVICE NARRATIVE**

You will be Board-Certified in Physical Medicine and Rehabilitation and will provide medical services to patients of the County of Monterey Health Department, Public Health Bureau, as scheduled.

**III. SERVICE REQUIREMENTS / OBJECTIVES**

**A. You will:**

1. Provide consultation and render clinical outpatient services to patients as needed, within medical specialty, in compliance with applicable rules, regulations and program guidelines.
2. Perform medical examinations and treatment of public health, primary care or specialty care patients in compliance with local, state and federal program guidelines.
3. Understand and follow guidelines, policies and procedures, and protocols established by the MCHD and Public Health Bureau, including the number and type of outpatient visits and/or procedures scheduled.
4. Provide guidance to Nurse Practitioners, Physician Assistants and those working in the MCHD Public Health Bureau.
5. Participate in the monitoring and evaluation process of the MCHD Public Health Bureau Quality Assessment. Review process and adhere to practice activities that comply with federal, state and local outcome measures.
6. Perform routine clinical and administrative duties ancillary to provision of patient services such as referrals, medication refills, dictation, resolution of billing issues, and completion of forms and reports.
7. Prepare appropriate and timely patient medical records accurately detailing care and treatment services rendered.
8. Participate in staff meetings and take responsibility for obtaining meeting

information if staff meeting is held on Employee non-workday.

9. Cooperate with MCHD in the efficient and effective management of clinic resources.

10. Cooperate with MCHD in fostering strong provider relations with the community, including recommending patient satisfaction measurements of performance in delivery of medical services.

11. Provide all medical services (*i*) in accordance with the standards of ethics and practice as prescribed from time to time by MCHD accrediting agencies, (*ii*) of a quality consistent with the standards of medical practice in the community and in conformity with all applicable legal requirements, and (*iii*) adhere to the provisions of this Agreement, to all applicable federal, state and local statutes, regulations and rules, and to applicable Public Health Bureau policies.

12. Cooperate with clinic staff, peers, and supervisors in providing medical services and utilization of the resources, facilities, and utilization of the clinic. Comply with all applicable laws, standards, regulations, and accreditation requirements applicable to the operation of the clinics.

13. Exhibit professional behavior and maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, MCHD employees, and all other health care professionals.

14. Communicate information timely and as needed, collaborate effectively, and work as a team.

15. Use best efforts to keep current with developments and changes occurring in your field of practice or scope of employment.

16. Participate in and coordinate with the MCHD Public Health Bureau's utilization management, and quality improvement and quality assurance activities to assure adequate and safe services at clinic facilities and achievement of a high level of patient service and care with efficiency and economy in respect to medical services performed by the MCHD.

17. Adhere to MCHD Public Health Bureau's credentialing requirements, including the completion of documents as required by Federal and State Law to meet compliance and payer enrollment requirements.

18. Participate in virtual or in person calls and meetings, if necessary.



**B. Physician Coverage:**

1. You will primarily provide Physical Medicine and Rehabilitation services to patients of the Public Health Bureau.

C. **Schedule(s).** Schedule shall be arranged by either the Supervising Therapist, Medical Director and/or designee.

**IV. PROVISION OF PROFESSIONAL SERVICES:**

1. You must comply with all Bylaws, Policies, Rules and Regulations of the County, Hospital, Public Health Bureau, and with all State and Federal laws and regulations regarding the transfer of patients and treatment of medical patients.

2. You will not be required by this Agreement to treat a type of illness or injury that falls outside the scope of your medical specialty. You are expected to make every reasonable effort to arrange for alternate treatment for such a patient.

**V. SERVICE LOCATION**

Primary Clinic Location:

A.B. Ingham Medical Therapy Unit  
47 San Benancio Road  
Salinas, CA 93908

North Salinas Medical Therapy Unit  
2100-A McKinnon Street  
Salinas, CA 93906

**VI. SERVICE DATE AND TIME**

The professional medical services that are the subject of this Agreement are to be a total of fourteen (14) hours per each normal business week unless otherwise mutually agreed upon.

**VII. DESIGNATED CONTRACT MONITOR**

Bureau Chief, County of Monterey Health Department, Public Health Bureau.



# County of Monterey

**Item No.19**

## Board Report

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

**Legistar File Number: RES 25-109**

**August 12, 2025**

**Introduced:** 6/26/2025

**Current Status:** Department of Social  
Services - Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a resolution to authorize and direct the Auditor-Controller to:

- a. Amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations of \$1,511,760 decreasing revenues by \$7,942,762 and increasing an operating transfer “in” of \$9,454,522 for the Social Services Entitlements - Fund 001, Appropriations Unit SOC001 Fiscal Year 2024-25 Adopted Budget to provide funding for increased caseload expenditures (4/5ths Vote required); and
- b. Amend the Fiscal Year 2024-25 Adopted Budget to decrease revenues by \$5,000,000 and increase an operating transfer “in” of \$5,000,000 in Social Services Fund 001-SOC005 Adopted Budget to offset revenues that do not arrived by the year-end close of August 31, 2025 (4/5ths Vote required); and
- c. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$9,065,211 increase revenues of \$7,065,211 and using fund balance of \$2,000,000 in the Social Services 1991 Health & Welfare Realignment - Fund 025, Appropriation Unit SOC012 Fiscal Year 2024-25 Adopted Budget to provide funding for increased CalWORKs, In-Home Supportive Services expenditures, and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required); and
- d. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$5,389,311 increasing revenues of \$2,374,766 and using fund balance of \$3,014,545 in the Social Services 2011 Protective Services Realignment - Fund 022, Appropriation Unit SOC011 Fiscal Year 2024-25 Adopted Budget to provide funding for Out of Home Care placement costs and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required).

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to authorize and direct the Auditor-Controller to:

- a. Amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations of \$1,511,760 decreasing revenues by \$7,942,762 and increasing an operating transfer “in” of \$9,454,522 for the Social Services Entitlements - Fund 001, Appropriations Unit SOC001 Fiscal Year 2024-25 Adopted Budget to provide funding for increased caseload expenditures (4/5ths Vote required); and
- b. Amend the Fiscal Year 2024-25 Adopted Budget to decrease revenues by \$5,000,000 and increase an operating transfer “in” of \$5,000,000 in Social Services Fund 001-SOC005 Adopted Budget to offset revenues that do not arrived by the year-end close of August 31, 2025 (4/5ths Vote required); and

c. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$9,065,211 increase revenues of \$7,065,211 and using fund balance of \$2,000,000 in the Social Services 1991 Health & Welfare Realignment - Fund 025, Appropriation Unit SOC012 Fiscal Year 2024-25 Adopted Budget to provide funding for increased CalWORKs, In-Home Supportive Services expenditures, and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required); and

d. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$5,389,311 increasing revenues of \$2,374,766 and using fund balance of \$3,014,545 in the Social Services 2011 Protective Services Realignment - Fund 022, Appropriation Unit SOC011 Fiscal Year 2024-25 Adopted Budget to provide funding for Out of Home Care placement costs and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required).

**SUMMARY/DISCUSSION:**

The Department is requesting budgetary changes to complete operating transfers in and out from the Social Services’ 1991 and 2011 Sales Tax Realignment which are required for the Fiscal Year (FY) 2024-25 year-end close in the amount of \$14,454,522.

The Entitlement Programs are in Fund 001-Appropriations Unit SOC001 which includes CalWORKs, In-Home Supportive Services (IHSS), and Out of Home Care (OOHC) Programs that receives an operating transfer “in” to offset the increased program costs. CalWORKs caseload/expenditures have increased 7%, IHSS increased slightly to cover an additional Maintenance of Effort charge, both programs portion of the county share of costs which is funded by 1991 Sales Tax revenues. The OOHC program has been experienced a high influx of county-funded placement costs for children with acute needs requiring an operating transfer “in” to cover the increased county share of costs which is funded by 2011 Sales Tax revenues. For SOC001, the Department is requesting an appropriation increase of \$1,511,769, a decrease in revenues of \$7,942,763 due to increased county share, and a total operating transfer “In” of \$9,454,522. Also, this will allow sufficient access to sales tax realignment to cover any delayed revenues that do not arrive by August 31, 2025.

Additionally, the Department is requesting to increase the Operating transfer “In” of \$5,000,000 for Social Services Fund 001-SOC005 to cover revenues not received by the close of deadline of August 31, 2025 which is offset by a corresponding Operating Transfer “Out” in both 1991 and 2011 Sales Tax revenues.

Corresponding increases in appropriations for the Operating Transfers “Out” in Fund 022-SOC011 and 025-SOC012 Realignment Funds of \$14,454,522, increases to revenue of \$9,439,977, and using \$5,014,545 of fund balance for the remaining funds to offset the operating transfer “In” for the necessary operating transfers between the General Fund Programs and the Realignment Funds.

Approval of these recommendations does not change the Department’s General Fund Contributions in SOC001 and SOC005.

**OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:**

The County Administrator’s Office - Budget Office concurs with these actions.

**FINANCING:**

In Fund 001, Appropriations Unit SOC001, the Department is requesting an increase in appropriations of \$1,511,760, a decrease in revenues of \$7,942,762, and an increased operating transfer “In” of \$9,454,522 in the FY 2024-25 Adopted Budget to offset CalWorks increased caseload expenses and for increased IHSS and Out of Home Care county share-of-placement costs. This is funded with a corresponding Operating Transfer “Out” outlined below in Fund 022 and Fund 025.

Additionally, the Department is requesting to decrease revenues and increase an Operating transfer “In” of \$5,000,000 for Fund 001-SOC005 to cover revenues not received by the end of year accrual closing deadline of August 31, 2025. This is funded with a corresponding Operating Transfer “Out” outlined below in Fund 022 and Fund 025.

The recommended action for Social Services 2011 Protective Services Fund 022

-Appropriations Unit SOC011, requires an increase in appropriations (as an operating transfer “Out”) of \$5,389,311, an increase in revenues of \$2,374,766, with the remaining being financed by Fund Balance of \$3,014,545, leaving an estimated ending fund balance of \$3,280,822.

For Social Services 1991 Sales Tax Fund 025-Appropriations Unit SOC012, the Department is recommending an increase in appropriations (as an operating transfer “Out”) of \$9,065,211, an increase of \$7,065.211 in revenues, with the remaining being financed by Fund Balance of \$2,000,000, leaving an estimated ending fund balance of \$10,540,525 which consists of \$7.2 million that is restricted for CalWORKs Program and \$3.3 million in discretionary funding to administer the entitlement programs.

Approval of these recommendations does not change the Department’s General Fund Contributions in SOC001 and SOC005.

#### BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This action correlates to the Administration and Health & Human Services Strategic Initiatives adopted by the Board of Supervisors by allowing the Department to appropriate sufficient funds for the administration and entitlement costs for the CalWORKs, IHSS, and Out of Home Care Program which provides benefits for residents of the County.

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Becky Cromer, Finance Manager III, x 4404

Approved by: Roderick Franks, Director x4430

Attachment: Resolution

Attachments on file with the Clerk of the Board





# County of Monterey

**Item No.**

## Board Report

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

**Legistar File Number: RES 25-109**

**August 12, 2025**

**Introduced:** 6/26/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a resolution to authorize and direct the Auditor-Controller to:

- a. Amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations of \$1,511,760 decreasing revenues by \$7,942,762 and increasing an operating transfer “in” of \$9,454,522 for the Social Services Entitlements - Fund 001, Appropriations Unit SOC001 Fiscal Year 2024-25 Adopted Budget to provide funding for increased caseload expenditures (4/5ths Vote required); and
- b. Amend the Fiscal Year 2024-25 Adopted Budget to decrease revenues by \$5,000,000 and increase an operating transfer “in” of \$5,000,000 in Social Services Fund 001-SOC005 Adopted Budget to offset revenues that do not arrived by the year-end close of August 31, 2025 (4/5ths Vote required); and
- c. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$9,065,211 increase revenues of \$7,065,211 and using fund balance of \$2,000,000 in the Social Services 1991 Health & Welfare Realignment - Fund 025, Appropriation Unit SOC012 Fiscal Year 2024-25 Adopted Budget to provide funding for increased CalWORKs, In-Home Supportive Services expenditures, and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required); and
- d. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$5,389,311 increasing revenues of \$2,374,766 and using fund balance of \$3,014,545 in the Social Services 2011 Protective Services Realignment - Fund 022, Appropriation Unit SOC011 Fiscal Year 2024-25 Adopted Budget to provide funding for Out of Home Care placement costs and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required).

**RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt a resolution to authorize and direct the Auditor-Controller to:

- a. Amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations of \$1,511,760 decreasing revenues by \$7,942,762 and increasing an operating transfer “in” of \$9,454,522 for the Social Services Entitlements - Fund 001, Appropriations Unit SOC001 Fiscal Year 2024-25 Adopted Budget to provide funding for increased caseload expenditures (4/5ths Vote required); and
- b. Amend the Fiscal Year 2024-25 Adopted Budget to decrease revenues by \$5,000,000 and increase an operating transfer “in” of \$5,000,000 in Social Services Fund 001-SOC005 Adopted Budget to offset revenues that do not arrived by the year-end close of August 31, 2025 (4/5ths Vote required); and
- c. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$9,065,211 increase revenues of \$7,065,211 and using fund balance of \$2,000,000 in the Social Services 1991 Health & Welfare Realignment - Fund 025, Appropriation Unit SOC012 Fiscal Year 2024-25 Adopted Budget to provide funding for increased CalWORKs, In-Home Supportive Services expenditures, and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required); and

d. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$5,389,311 increasing revenues of \$2,374,766 and using fund balance of \$3,014,545 in the Social Services 2011 Protective Services Realignment - Fund 022, Appropriation Unit SOC011 Fiscal Year 2024-25 Adopted Budget to provide funding for Out of Home Care placement costs and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required).

**SUMMARY/DISCUSSION:**

The Department is requesting budgetary changes to complete operating transfers in and out from the Social Services’ 1991 and 2011 Sales Tax Realignment which are required for the Fiscal Year (FY) 2024-25 year-end close in the amount of \$14,454,522.

The Entitlement Programs are in Fund 001-Appropriations Unit SOC001 which includes CalWORKS, In-Home Supportive Services (IHSS), and Out of Home Care (OOHC) Programs that receives an operating transfer “in” to offset the increased program costs. CalWORKS caseload/expenditures have increased 7%, IHSS increased slightly to cover an additional Maintenance of Effort charge, both programs portion of the county share of costs which is funded by 1991 Sales Tax revenues. The OOHC program has been experienced a high influx of county-funded placement costs for children with acute needs requiring an operating transfer “in” to cover the increased county share of costs which is funded by 2011 Sales Tax revenues. For SOC001, the Department is requesting an appropriation increase of \$1,511,769, a decrease in revenues of \$7,942,763 due to increased county share, and a total operating transfer “In” of \$9,454,522. Also, this will allow sufficient access to sales tax realignment to cover any delayed revenues that do not arrive by August 31, 2025.

Additionally, the Department is requesting to increase the Operating transfer “In” of \$5,000,000 for Social Services Fund 001-SOC005 to cover revenues not received by the close of deadline of August 31, 2025 which is offset by a corresponding Operating Transfer “Out” in both 1991 and 2011 Sales Tax revenues.

Corresponding increases in appropriations for the Operating Transfers “Out” in Fund 022-SOC011 and 025-SOC012 Realignment Funds of \$14,454,522, increases to revenue of \$9,439,977, and using \$5,014,545 of fund balance for the remaining funds to offset the operating transfer “In” for the necessary operating transfers between the General Fund Programs and the Realignment Funds. Approval of these recommendations does not change the Department’s General Fund Contributions in SOC001 and SOC005.

**OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:**

The County Administrator’s Office - Budget Office concurs with these actions.

**FINANCING:**

In Fund 001, Appropriations Unit SOC001, the Department is requesting an increase in appropriations of \$1,511,760, a decrease in revenues of \$7,942,762, and an increased operating transfer “In” of \$9,454,522 in the FY 2024-25 Adopted Budget to offset CalWorks increased caseload expenses and for increased IHSS and Out of Home Care county share-of-placement costs. This is funded with a corresponding Operating Transfer “Out” outlined below in Fund 022 and Fund 025.

Additionally, the Department is requesting to decrease revenues and increase an Operating transfer “In” of \$5,000,000 for Fund 001-SOC005 to cover revenues not received by the end of year accrual closing deadline of August 31, 2025. This is funded with a corresponding Operating Transfer “Out” outlined below in Fund 022 and Fund 025.

The recommended action for Social Services 2011 Protective Services Fund 022 -Appropriations Unit SOC011, requires an increase in appropriations (as an operating transfer “Out”) of \$5,389,311, an increase in revenues of \$2,374,766, with the remaining being financed by Fund Balance of \$3,014,545, leaving an estimated ending fund balance of \$3,280,822.

For Social Services 1991 Sales Tax Fund 025-Appropriations Unit SOC012, the Department is recommending an increase in appropriations (as an operating transfer “Out”) of \$9,065,211, an increase of \$7,065.211 in revenues, with the remaining being financed by Fund Balance of \$2,000,000, leaving an estimated ending fund balance of \$10,540,525 which consists of \$7.2 million that is restricted for CalWORKs Program and \$3.3 million in discretionary funding to administer the entitlement programs.

Approval of these recommendations does not change the Department’s General Fund Contributions in SOC001 and SOC005.

**BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:**

This action correlates to the Administration and Health & Human Services Strategic Initiatives adopted by the Board of Supervisors by allowing the Department to appropriate sufficient funds for the administration and entitlement costs for the CalWORKs, IHSS, and Out of Home Care Program which provides benefits for residents of the County.

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Becky Cromer, Finance Manager III, x 4404

Approved by: Roderick Franks, Director x4430

Attachment: Resolution

Attachments on file with the Clerk of the Board



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

**Resolution No.**

Adopt a resolution to authorize and direct the Auditor- )  
Controller to: )  
a. Amend the Fiscal Year 2024-25 Adopted Budget to increase )  
appropriations of \$1,511,760, decreasing revenues by )  
\$7,942,762, and increasing an operating transfer “in” of )  
\$9,454,522 for the Social Services Entitlements - Fund 001, )  
Appropriations Unit SOC001 Fiscal Year 2024-25 Adopted )  
Budget to provide funding for increased caseload expenditures )  
(4/5ths Vote required); and )  
b. Amend the Fiscal Year 2024-25 Adopted Budget to decrease )  
revenues by \$5,000,000 and increase an operating transfer “in” )  
of \$5,000,000 in Social Services Fund 001-SOC005 Adopted )  
Budget to offset revenues that do not arrived by the year-end )  
close of August 31, 2025 (4/5ths Vote required); and )  
c. Amend the FY 2024-25 Adopted Budget to increase )  
appropriations (operating transfer “out”) of \$9,065,211, )  
increase revenues of \$7,065,211, and using fund balance of )  
\$2,000,000 in the Social Services 1991 Health & Welfare )  
Realignment - Fund 025, Appropriation Unit SOC012 Fiscal )  
Year 2024-25 Adopted Budget to provide funding for increased )  
CalWORKs, In-Home Supportive Services expenditures, and to )  
offset revenues that do not arrive by the year-end close of )  
August 31, 2025 (4/5ths vote required); and )  
d. Amend the FY 2024-25 Adopted Budget to increase )  
appropriations (operating transfer “out”) of \$5,389,311, )  
increasing revenues of \$2,374,766, and using fund balance of )  
\$3,014,545 in the Social Services 2011 Protective Services )  
Realignment - Fund 022, Appropriation Unit SOC011 Fiscal )  
Year 2024-25 Adopted Budget to provide funding for Out of )  
Home Care placement costs and to offset revenues that do not )  
arrive by the year-end close of August 31, 2025 (4/5ths vote )  
required). )

**WHEREAS**, the Entitlement Programs in Fund 001–Appropriations Unit SOC001 includes CalWORKS, In-Home Supportive Services (IHSS), and Out of Home Care (OOHC) Programs; and

**WHEREAS**, the CalWORKs (CW) caseload and expenditures increased 7% in comparison to last fiscal year; and

**WHEREAS**, The OOHC program has experienced a high influx of county-funded placement costs for children with acute needs requiring an operating transfer “in” to cover the increased county share of costs which is funded by 2011 Sales Tax revenues; and

**WHEREAS**, In Fund 001, Appropriations Unit SOC001, the Department requires an appropriation increase of \$1,511,760, decreased revenues of \$7,942,762, and an increased Operating Transfer “In” of \$9,454,522 for the FY 2024-25 Adopted Budget to offset CalWorks, IHSS and Out of Home Care county share of costs; and

**WHEREAS**, the Department requires an increased Operating Transfer “In” of \$5,000,000 for Social Services Fund 001-SOC005 FY 2024-25 Adopted Budget to cover revenues not received by the close of August 31, 2025; and

**WHEREAS**, A required Operating Transfer “Out” is required for Social Services 2011 Protective Services Fund 022 -Appropriations Unit SOC011, increasing appropriations of \$5,389,311, increasing revenues of \$2,374,766, and the balance financed by 2011 Protective Services Fund 022 balance of \$3,014,545, leaving an estimated ending fund balance of \$3,280,822.

**WHEREAS**, A required Operating Transfer “Out” is required for the 1991 Health & Welfare Realignment Fund 025-Appropriations Unit SOC012, increasing appropriations of \$9,065,211, increasing revenues of \$7,065,211, and the balance financed by 1991 Health & Welfare Realignment Fund 025 balance of \$2,000,000, leaving an estimated ending fund balance of \$10,540,525 which consists of \$7.2 million of restricted CalWORKs funding and \$3.3 million of discretionary funding to administer the entitlement programs; and

**WHEREAS**, Approval of these recommendations does not change the Department’s General Fund Contributions in SOC001 and SOC005.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of the County of Monterey hereby authorizes and directs the Auditor-Controller to:

- a. Amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations of \$1,511,760, decreasing revenues by \$7,942,762, and increasing an operating transfer “in” of \$9,454,522 for the Social Services Entitlements - Fund 001, Appropriations Unit SOC001 Fiscal Year 2024-25 Adopted Budget to provide funding for increased caseload expenditures (4/5ths Vote required); and
- b. Amend the Fiscal Year 2024-25 Adopted Budget to decrease revenues by \$5,000,000 and increase an operating transfer “in” of \$5,000,000 in Social Services Fund 001-SOC005 Adopted Budget to offset revenues that do not arrived by the year-end close of August 31, 2025 (4/5ths Vote required); and
- c. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$9,065,211, increase revenues of \$7,065,211, and using fund balance of \$2,000,000 in the Social Services 1991 Health & Welfare Realignment - Fund 025, Appropriation Unit SOC012 Fiscal Year 2024-25 Adopted Budget to provide funding for increased CalWORKs, In-Home Supportive Services expenditures, and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required); and
- d. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer “out”) of \$5,389,311, increasing revenues of \$2,374,766, and using fund balance of \$3,014,545 in the Social Services 2011 Protective Services Realignment - Fund 022, Appropriation Unit SOC011 Fiscal Year 2024-25 Adopted Budget to provide funding for Out of Home Care placement costs

and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required).

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and 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 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

Item No.20

## Board Report

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

Legistar File Number: 25-556

August 12, 2025

**Introduced:** 7/29/2025

**Current Status:** General Government -  
Consent

**Version:** 2

**Matter Type:** General Agenda Item

- a. Receive and accept the Treasurer's Report of Investments for the quarter ending June 30, 2025; and
- b. Receive and approve the Treasurer's Investment Policy for FY 2025-2026; and
- c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code Section 53607.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive and accept the Treasurer's Report of Investments for the quarter ending June 30, 2025; and
- b. Receive and approve the Treasurer's Investment Policy for FY 2025-2026; and
- c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code Section 53607

### SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The following discussion of economic and market conditions along with attached exhibits support investment activity during the April - June period.

The Treasurer also annually reviews the County of Monterey Investment Policy and has recommended updates for the Board approval. The non-substantive updates improve formatting and grammar to enhance readability and alignment with Government Code requirements. Key revisions include updates to *Section 12.0* to add clarity regarding requests, in rare circumstances, for permanent withdrawal from the Treasury Pool. *Appendix A* was also updated to reflect current statutory limits, authorized instruments, and clarifications on supranational securities and credit rating requirements. Furthermore, the annual Board delegation of investment authority to the Treasurer-Tax Collector is prescribed by Government Code Sections 53607.

### DISCUSSION:

The U.S. economy remains resilient but is showing signs of slowing. While headline employment data appears strong, underlying indicators suggest weakening. Inflation has remained relatively stable but has not yet fully absorbed the impact of newly imposed tariffs. At the same time, uncertainty surrounding fiscal policy and the inconsistent rollout of tariffs are putting pressure on consumer sentiment.

The Federal Reserve is holding interest rates steady for now, though its June projections indicate a possible 50 basis point rate cut in the latter half of 2025, with officials split between no cuts to two. Federal Reserve Chair Jerome Powell, noted that the effects, scale, and duration of tariffs remain highly uncertain, reinforcing the decision to hold rates steady while awaiting further clarity.

On June 30, 2025, the County of Monterey investment portfolio contained an amortized book value of \$3,228,810,256 spread among 272 separate securities and funds. The par value of those funds was \$3,254,075,240 with a market value of \$3,243,944,182 or 100% of amortized book value. The portfolio's effective rate of return for the period was 4.26% generating estimated quarterly interest earnings of \$34,805,293. Earnings received in cash will be distributed proportionally to all agencies participating in the investment pool by the Auditor-Controller. The investment portfolio had a weighted average maturity of 484 days. The County Treasury continues to achieve safety, liquidity, and yield goals by balancing shorter-term debt and longer-term debt given investment opportunities in the current market environment.

The investment portfolio follows all applicable provisions of state law and the adopted Investment Policy. Market value pricings were obtained through resources such as Bloomberg LLP, US Bank, and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the investment pool. The Treasury Quarterly Reports are also posted on the County Treasurer's website. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:

The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings in the General Fund have exceeded the FY 2024-25 budgeted total.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

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

Prepared by: Lupe Reyes, Chief Deputy Treasurer-Tax Collector, x5415  
Reviewed by: Jake Stroud, Assistant Treasurer-Tax Collector, x5828  
Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachments:

- Exhibit A - Investment Portfolio Review 06.30.2025
- Exhibit B - Portfolio Management Report 06.30.2025
- Exhibit C - Investment Policy FY 2024-2025 Red Line
- Exhibit D - Investment Policy FY 2025-2026 Proposed

cc:

- Auditor-Controller - Internal Audit Section
- All depositors
- County Administrative Office
- County Counsel

**..Title**

- a. Receive and accept the Treasurer's Report of Investments for the quarter ending June 30, 2025; and
- b. Receive and approve the Treasurer's Investment Policy for FY 2025-2026; and
- c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code Section 53607.

**..Report**

RECOMMENDATION:

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SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The following discussion of economic and market conditions along with attached exhibits support investment activity during the April - June period.

The Treasurer also annually reviews the County of Monterey Investment Policy and has recommended updates for the Board approval. The non-substantive updates improve formatting and grammar to enhance readability and alignment with Government Code requirements. Key revisions include updates to *Section 12.0* to add clarity regarding requests, in rare circumstances, for permanent withdrawal from the Treasury Pool. *Appendix A* was also updated to reflect current statutory limits, authorized instruments, and clarifications on supranational securities and credit rating requirements. Furthermore, the annual Board delegation of investment authority to the Treasurer-Tax Collector is prescribed by Government Code Sections 53607.

DISCUSSION:

The U.S. economy remains resilient but is showing signs of slowing. While headline employment data appears strong, underlying indicators suggest weakening. Inflation has remained relatively stable but has not yet fully absorbed the impact of newly imposed tariffs. At the same time, uncertainty surrounding fiscal policy and the inconsistent rollout of tariffs are putting pressure on consumer sentiment.

The Federal Reserve is holding interest rates steady for now, though its June projections indicate a possible 50 basis point rate cut in the latter half of 2025, with officials split between no cuts to two. Federal Reserve Chair Jerome Powell, noted that the effects, scale, and duration of tariffs remain highly uncertain, reinforcing the decision to hold rates steady while awaiting further clarity.

On June 30, 2025, the County of Monterey investment portfolio contained an amortized book value of \$3,228,810,256 spread among 272 separate securities and funds. The par value of those funds was \$3,254,075,240 with a market value of \$3,243,944,182 or 100% of amortized book value. The portfolio's effective rate of return for the period was 4.26% generating estimated quarterly interest earnings of \$34,805,293. Earnings received in cash will be distributed

proportionally to all agencies participating in the investment pool by the Auditor-Controller. The investment portfolio had a weighted average maturity of 484 days. The County Treasury continues to achieve safety, liquidity, and yield goals by balancing shorter-term debt and longer-term debt given investment opportunities in the current market environment.

The investment portfolio follows all applicable provisions of state law and the adopted Investment Policy. Market value pricings were obtained through resources such as Bloomberg LLP, US Bank, and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the investment pool. The Treasury Quarterly Reports are also posted on the County Treasurer's website. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:

The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings in the General Fund have exceeded the FY 2024-25 budgeted total.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

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

Prepared by: Lupe Reyes, Chief Deputy Treasurer-Tax Collector, x5415

Reviewed by: Jake Stroud, Assistant Treasurer-Tax Collector, x5828

Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachments:

- Exhibit A – Investment Portfolio Review 06.30.2025
- Exhibit B – Portfolio Management Report 06.30.2025
- Exhibit C – Investment Policy FY 2024-2025 Red Line
- Exhibit D – Investment Policy FY 2025-2026 Proposed

cc:



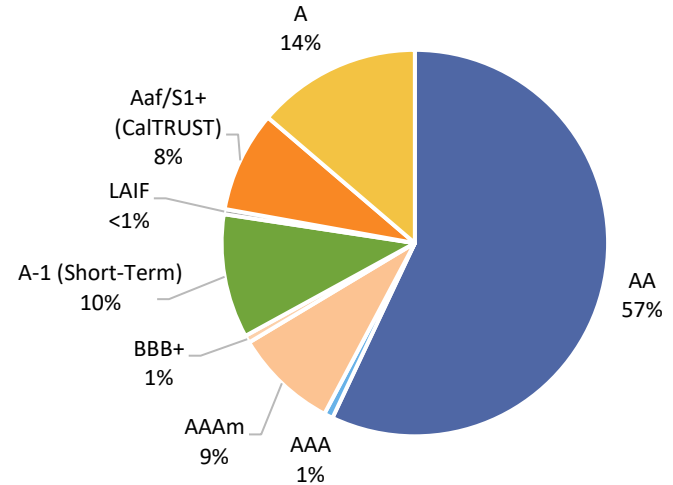
Legistar File ID#: 25-556

Auditor-Controller - Internal Audit Section  
All depositors  
County Administrative Office  
County Counsel

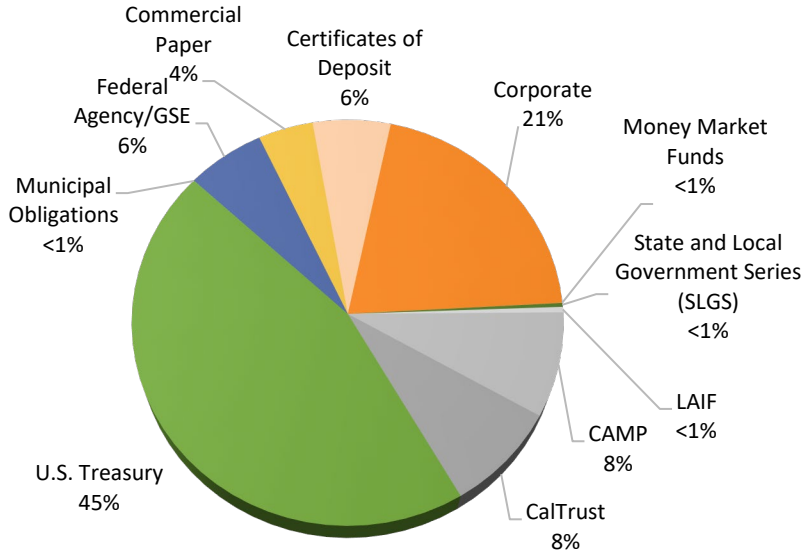
# Exhibit A County of Monterey Investment Portfolio Review June 30, 2025

Portfolio Statistics	
Portfolio Market Value	\$3,243,944,182
Portfolio Book Value	\$3,228,810,256
Portfolio Weighted Average Maturity	484 Days
Effective Rate of Return	4.26%
Quarterly Interest Earnings	\$34,805,293

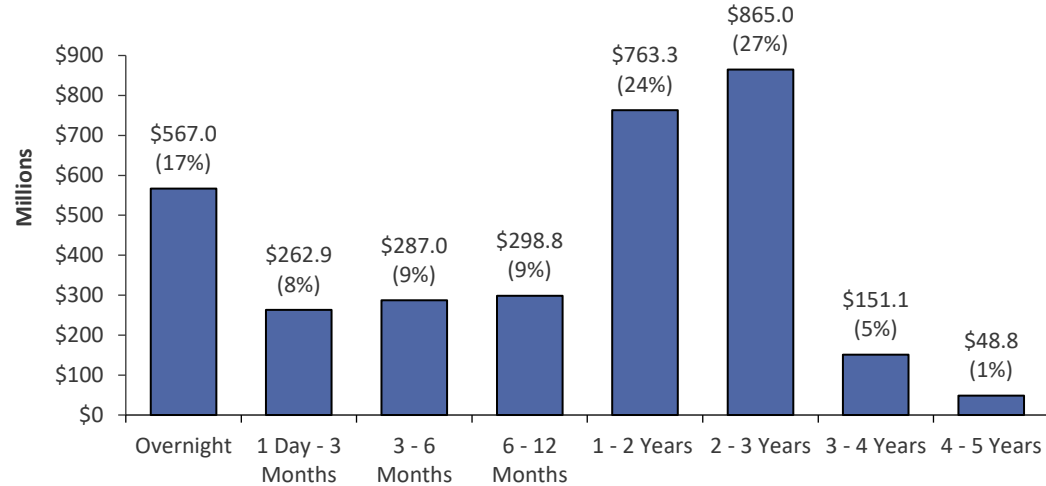
### Credit Quality



### Sector Distribution



### Maturity Distribution



**Exhibit B**  
**County of Monterey**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2025**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Certificates of Deposit - Bank</b>												
63873TDQ8	12913	Natixis NY Branch		06/17/2025	20,000,000.00	20,027,200.00	20,000,000.00	4.380	N/A	A-1	4.380	06/18/2026
89115DB88	12901	Toronto Dominion Bank		04/30/2025	26,950,000.00	26,933,560.50	26,950,000.00	4.180		A-1	4.180	04/29/2026
<b>Subtotal and Average</b>			<b>21,438,461.54</b>		<b>46,950,000.00</b>	<b>46,960,760.50</b>	<b>46,950,000.00</b>				<b>4.265</b>	
<b>Money Market Accts - GC 53601(k)(2)</b>												
SYS12159	12159	DREYFUS AMT FREE TAX EXEMPT MM			0.00	0.00	0.00	4.176			4.176	
SYS12160	12160	State Local Govern Series		10/08/2024	10,074,599.35	10,074,599.35	10,074,599.35	3.095			3.095	
SYS12160	12161	State Local Govern Series		11/05/2024	12,597.66	12,597.66	12,597.66	3.096			3.096	
<b>Subtotal and Average</b>			<b>10,054,621.09</b>		<b>10,087,197.01</b>	<b>10,087,197.01</b>	<b>10,087,197.01</b>				<b>3.095</b>	
<b>State Pool - GC 16429.1</b>												
SYS11361	11361	LAIF			14,000,930.10	14,000,930.10	14,000,930.10	4.477			4.477	
<b>Subtotal and Average</b>			<b>55,070,160.87</b>		<b>14,000,930.10</b>	<b>14,000,930.10</b>	<b>14,000,930.10</b>				<b>4.477</b>	
<b>CALTRUST/CAMP - GC 53601(p)</b>												
SYS12211	12211	CalTrust Liquidity			272,550,000.00	272,550,000.00	272,550,000.00	4.375			4.375	
SYS12219	12219	CalTrust MERMA			380,263.92	380,263.92	380,263.92	4.365			4.365	
SYS10379	10379	Calif. Asset Mgmt			269,800,000.00	269,800,000.00	269,800,000.00	4.406		AAA	4.406	
<b>Subtotal and Average</b>			<b>554,006,870.82</b>		<b>542,730,263.92</b>	<b>542,730,263.92</b>	<b>542,730,263.92</b>				<b>4.390</b>	
<b>SWEEP ACCOUNT-MORG STNLY</b>												
SYS12041	12041	Morgan Stanley			1.00	1.00	1.00	0.026			0.026	
<b>Subtotal and Average</b>			<b>1.00</b>		<b>1.00</b>	<b>1.00</b>	<b>1.00</b>				<b>0.026</b>	
<b>SWEEP ACCOUNT - CUSTOM</b>												
SYS12138	12138	Morgan Stanley			182,848.43	182,848.43	182,848.43	4.211			4.211	
<b>Subtotal and Average</b>			<b>137,118.91</b>		<b>182,848.43</b>	<b>182,848.43</b>	<b>182,848.43</b>				<b>4.211</b>	
<b>Medium Term Notes - GC 53601(k)</b>												
00724PAC3	12617	ADOBE INC		07/06/2022	65,000.00	63,194.95	63,754.26	2.150	A1	A+	3.469	02/01/2027
00724PAF6	12795	ADOBE INC		04/04/2024	130,000.00	133,266.90	129,854.40	4.800	A1	A+	4.834	04/04/2029
00724PAE9	12798	ADOBE INC		04/05/2024	10,000,000.00	10,144,200.00	10,000,645.32	4.850	A1	A+	4.846	04/04/2027
00724PAH2	12916	ADOBE INC		06/30/2025	15,000,000.00	15,265,800.00	15,261,614.39	4.750	A1	A+	3.999	01/17/2028
02079KAC1	12738	Alphabet INC		09/08/2023	10,000,000.00	9,783,700.00	9,701,796.78	1.998	Aa2	AA+	4.882	08/15/2026
023135BX3	12636	Amazon		11/17/2022	5,000,000.00	4,869,100.00	4,861,735.10	1.000	A1	AA	4.494	05/12/2026
023135BX3	12668	Amazon		12/19/2022	10,000,000.00	9,738,200.00	9,729,737.69	1.000	A1	AA	4.402	05/12/2026
023135BX3	12704	Amazon		06/06/2023	5,950,000.00	5,794,229.00	5,785,544.76	1.000	A1	AA	4.448	05/12/2026

**County of Monterey  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2025**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Medium Term Notes - GC 53601(k)</b>												
023135CF1	12778	Amazon		02/15/2024	10,000,000.00	9,889,600.00	9,778,572.06	3.300	A1	AA	4.648	04/13/2027
025816CM9	12544	American Express Credit		11/23/2021	135,000.00	130,576.05	134,939.22	1.650	A2	A-	1.685	11/04/2026
025816CY3	12620	American Express Credit		08/03/2022	70,000.00	70,000.00	69,998.05	3.950	A2	A-	3.986	08/01/2025
032654BE4	12912	ANALOG DEVICES INC		06/16/2025	255,000.00	257,083.35	254,777.47	4.500	A2	A-	4.520	06/15/2030
037833ET3	12693	Apple Inc Corp Notes		05/10/2023	155,000.00	155,547.15	154,828.99	4.000		AA+	4.043	05/10/2028
037833EB2	12695	Apple Inc Corp Notes		05/16/2023	5,000,000.00	4,893,900.00	4,909,763.80	0.700	Aaa	AA+	3.884	02/08/2026
037833CJ7	12764	Apple Inc Corp Notes		12/08/2023	10,000,000.00	9,897,500.00	9,822,800.70	3.350	Aaa	AA+	4.546	02/09/2027
037833EY2	12902	Apple Inc Corp Notes		05/12/2025	10,000,000.00	10,019,000.00	9,993,603.98	4.000	Aaa	AA+	4.024	05/12/2028
037833EH9	12918	Apple Inc Corp Notes		06/30/2025	10,000,000.00	9,265,900.00	9,249,373.81	1.400	Aaa	AA+	4.003	08/05/2028
04636NAA1	12526	Astrazeneca Finance LLC		07/23/2021	135,000.00	131,407.65	135,115.86	1.200	A1	A+	1.101	05/28/2026
04636NAK9	12786	Astrazeneca Finance LLC		02/27/2024	10,000,000.00	10,110,100.00	9,991,011.58	4.800	A1	A+	4.859	02/26/2027
06428CAA2	12720	BANK OF AMERICA NA		08/18/2023	250,000.00	253,545.00	250,000.00	5.526	Aa1	A+	5.526	08/18/2026
06406RBJ5	12618	Bank of New York Mellon Corp		07/26/2022	70,000.00	69,969.90	70,000.00	4.414	A1	A	4.414	07/24/2026
09247XAN1	12745	BLACKROCK INC		10/05/2023	10,000,000.00	9,863,800.00	9,659,576.61	3.200	Aa3	AA-	5.414	03/15/2027
09290DAA9	12791	BLACKROCK INC		03/18/2024	300,000.00	306,348.00	299,792.92	4.700	Aa3	AA-	4.721	03/14/2029
09290DAH4	12832	BLACKROCK INC		07/26/2024	110,000.00	111,343.10	109,997.72	4.600	Aa3	AA-	4.601	07/26/2027
05565ECC7	12717	BMW US CAPITAL LLC		08/11/2023	10,000,000.00	10,006,700.00	9,999,883.33	5.300	A2	A	5.311	08/11/2025
05565ECH6	12797	BMW US CAPITAL LLC		04/05/2024	10,000,000.00	10,099,100.00	9,969,768.25	4.900	A2	A	5.088	04/02/2027
06051GFX2	12562	Bank of America Corp		02/03/2022	90,000.00	89,377.20	90,933.36	3.500	A1	A-	2.137	04/19/2026
110122CN6	12722	BRISTOL-MYERS SQUIBB		08/24/2023	10,000,000.00	9,906,800.00	9,826,775.07	3.200	A2	A	5.169	06/15/2026
110122DD7	12750	BRISTOL-MYERS SQUIBB		10/31/2023	10,000,000.00	9,876,100.00	9,595,084.18	3.450	A2	A	5.371	11/15/2027
14913JAA8	12708	CATERPILLAR FINL SERVC		07/07/2023	5,000,000.00	5,002,850.00	4,974,006.42	4.350	A2	A	4.995	05/15/2026
14913JAB6	12724	CATERPILLAR FINL SERVC		08/24/2023	5,000,000.00	5,003,450.00	4,999,066.48	5.150	A2	A	5.328	08/11/2025
14913JAL4	12809	CATERPILLAR FINL SERVC		05/14/2024	10,000,000.00	10,170,200.00	9,996,074.17	5.000	A2	A	5.023	05/14/2027
808513BF1	12628	CHARLES SCHWAB CORP		10/31/2022	10,000,000.00	9,760,400.00	9,729,028.93	0.900	A2	A-	5.203	03/11/2026
17275RBQ4	12785	Cisco Systems Inc Corp		02/27/2024	10,000,000.00	10,121,300.00	9,999,062.56	4.800	A1	AA-	4.806	02/26/2027
17275RBR2	12792	Cisco Systems Inc Corp		03/18/2024	150,000.00	153,717.00	150,500.34	4.850	A1	AA-	4.746	02/26/2029
17275RBW1	12885	Cisco Systems Inc Corp		02/24/2025	40,000.00	40,528.80	39,961.88	4.550	A1	AA-	4.589	02/24/2028
17275RBW1	12892	Cisco Systems Inc Corp		03/31/2025	10,000,000.00	10,132,200.00	10,058,660.21	4.550	A1	AA-	4.305	02/24/2028
17275RBW1	12917	Cisco Systems Inc Corp		06/30/2025	10,000,000.00	10,132,200.00	10,123,570.34	4.550	A1	AA-	4.037	02/24/2028
17325FBB3	12743	Citibank		09/29/2023	310,000.00	324,126.70	310,000.00	5.803		A+	5.803	09/29/2028
17325FBF4	12807	Citibank		04/30/2024	5,000,000.00	5,038,800.00	4,999,377.08	5.438		A+	5.454	04/30/2026
17325FBK3	12844	Citibank		09/13/2024	12,000,000.00	12,253,200.00	12,245,169.60	4.838	Aa3	A+	4.271	08/06/2029
17325FBK3	12915	Citibank		06/30/2025	15,000,000.00	15,316,500.00	15,301,595.53	4.838	Aa3	A+	4.287	08/06/2029
191216CU2	12748	Coca-Cola Co		10/31/2023	10,000,000.00	9,544,300.00	9,354,716.28	1.450	A1	A+	5.182	06/01/2027
194162AM5	12621	COLGATE-PALMOLIVE CO		08/09/2022	45,000.00	44,914.05	44,998.32	3.100	Aa3	A+	3.132	08/15/2025
194162AQ6	12679	COLGATE-PALMOLIVE CO		03/01/2023	130,000.00	130,533.00	129,966.38	4.800		A+	4.842	03/02/2026
194162AT0	12900	COLGATE-PALMOLIVE CO		05/02/2025	105,000.00	105,432.60	104,946.18	4.200	Aa3	A+	4.212	05/01/2030

Portfolio INVT

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**County of Monterey  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2025**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Medium Term Notes - GC 53601(k)</b>												
20271RAS9	12736	COMMONWEALTH BK AUSTR NY		09/12/2023	11,965,000.00	11,986,297.70	11,965,000.00	5.499		AA-	5.499	09/12/2025
532457CQ9	12838	ELI LILLY & CO		08/14/2024	35,000.00	35,124.25	34,936.85	4.200	A1	A+	4.249	08/14/2029
532457CU0	12881	ELI LILLY & CO		02/13/2025	5,000,000.00	5,065,900.00	4,991,409.78	4.550	Aa3	A+	4.621	02/12/2028
532457CU0	12890	ELI LILLY & CO		03/31/2025	10,000,000.00	10,131,800.00	10,075,937.15	4.550	Aa3	A+	4.229	02/12/2028
632457CK2	12914	ELI LILLY & CO		06/30/2025	9,000,000.00	9,126,262.73	9,126,262.73	4.500	Aa3	A+	4.068	02/09/2029
369550BN7	12669	General Dynamics Corp		12/19/2022	10,000,000.00	9,729,200.00	9,732,917.87	1.150	A2	A	4.317	06/01/2026
38143U8H7	12719	Goldman Sachs		08/11/2023	10,000,000.00	9,955,200.00	9,902,022.10	3.750	A2	BBB+	5.382	02/25/2026
38141GWB6	12835	Goldman Sachs		08/12/2024	10,000,000.00	9,933,500.00	9,889,364.82	3.850	A2	BBB+	4.603	01/26/2027
437076CA8	12616	Home Depot Inc		07/06/2022	65,000.00	63,268.40	64,042.02	2.500	A2	A	3.399	04/15/2027
437076CN0	12626	Home Depot Inc		10/28/2022	65,000.00	63,728.60	62,896.84	2.875	A2	A	4.911	04/15/2027
437076CV2	12762	Home Depot Inc		12/08/2023	10,000,000.00	10,098,800.00	10,023,869.76	4.950	A2	A	4.741	09/30/2026
437076CA8	12803	Home Depot Inc		04/15/2024	10,000,000.00	9,733,600.00	9,588,317.04	2.500	A2	A	5.007	04/15/2027
437076DC3	12822	Home Depot Inc		06/25/2024	55,000.00	56,140.15	54,717.38	4.750	A2	A	4.897	06/25/2029
440452AK6	12789	HORMEL FOODS CORP		03/08/2024	10,000,000.00	10,101,900.00	10,001,541.11	4.800	A1	A-	4.789	03/30/2027
438516BL9	12654	Honeywell International		12/09/2022	10,000,000.00	9,777,400.00	9,774,790.30	2.500	A2	A	4.354	11/01/2026
438516BL9	12659	Honeywell International		12/13/2022	2,600,000.00	2,542,124.00	2,539,430.04	2.500	A2	A	4.420	11/01/2026
02665WEK3	12709	American Honda Finance		07/07/2023	70,000.00	70,588.00	69,970.82	5.250	A3	A-	5.295	07/07/2026
02665WDN8	12734	American Honda Finance		09/01/2023	9,027,000.00	8,967,963.42	8,955,776.60	1.000	A3	A-	5.401	09/10/2025
40428HR95	12909	HSBC Securites		06/05/2025	5,000,000.00	5,039,450.00	5,019,712.80	4.650	A2	A-	4.504	06/03/2028
427866BH0	12689	HERSHEY COMPANY		05/04/2023	60,000.00	58,105.80	59,951.24	4.250	A1	A	4.282	05/04/2028
427866BH0	12690	HERSHEY COMPANY		05/04/2023	60,000.00	58,105.80	59,955.67	4.250	A1	A	4.279	05/04/2028
427866BH0	12747	HERSHEY COMPANY		10/31/2023	9,804,000.00	9,563,551.74	9,563,551.74	4.250	A1	A	5.230	05/04/2028
427866BK3	12884	HERSHEY COMPANY		02/24/2025	45,000.00	45,569.25	44,972.60	4.550	A1	A	4.575	02/24/2028
427866BK3	12898	HERSHEY COMPANY		04/15/2025	5,000,000.00	5,063,250.00	5,035,563.85	4.550	A1	A	4.253	02/24/2028
459200JZ5	12527	IBM Corp Notes		07/23/2021	120,000.00	118,875.60	122,242.96	3.300	A3	A-	1.094	05/15/2026
459200KH3	12604	IBM Corp Notes		06/03/2022	70,000.00	66,920.00	67,739.75	1.700	A3	A-	3.598	05/15/2027
24422EWA3	12573	John Deere Capital Corp		02/28/2022	65,000.00	62,738.65	64,430.81	1.700	A1	A	2.309	01/11/2027
24422EWK1	12641	John Deere Capital Corp		11/28/2022	150,000.00	150,313.50	148,556.59	4.150	A1	A	4.640	09/15/2027
24422EVK2	12707	John Deere Capital Corp		07/06/2023	9,200,000.00	9,022,532.00	9,001,119.48	0.700	A1	A	5.021	01/15/2026
24422EXC8	12735	John Deere Capital Corp		09/08/2023	10,000,000.00	10,014,800.00	9,999,655.69	5.300	A1	A	5.320	09/08/2025
24422EXM6	12787	John Deere Capital Corp		03/07/2024	10,000,000.00	10,124,100.00	9,999,887.94	4.850	A1	A	4.851	03/05/2027
24422EYE3	12908	John Deere Capital Corp		06/05/2025	165,000.00	166,529.55	164,913.81	4.550	A1	A	4.562	06/05/2030
478160DH4	12883	Johnson & Johnson		02/20/2025	50,000.00	50,847.00	49,974.48	4.550	Aaa	AAA	4.570	03/01/2028
478160DJ0	12888	Johnson & Johnson		03/21/2025	300,000.00	307,062.00	304,776.67	4.700	Aaa	AAA	4.311	03/01/2030
478160DH4	12891	Johnson & Johnson		03/31/2025	10,000,000.00	10,169,400.00	10,084,845.71	4.550	Aaa	AAA	4.198	03/01/2028
46625HRV4	12545	JP Morgan Chase		11/23/2021	125,000.00	123,180.00	126,833.27	2.950	A1	A	1.830	10/01/2026
46625HRV4	12723	JP Morgan Chase		08/25/2023	5,000,000.00	4,927,200.00	4,856,955.65	2.950	A1	A	5.142	10/01/2026
539830BH1	12528B	Lockheed Martin Corp		07/23/2021	58,000.00	57,810.34	58,751.27	3.550	A2	A-	0.947	01/15/2026

**County of Monterey  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2025**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Medium Term Notes - GC 53601(k)</b>												
571676AY1	12886	MARS INC		03/12/2025	70,000.00	70,924.00	69,929.01	4.800	N/A	N/A	4.825	03/01/2030
57636QAR5	12625	MASTERCARD INC		10/06/2022	65,000.00	64,308.40	63,810.02	3.300	A1	A+	4.475	03/26/2027
57636QAR5	12721	MASTERCARD INC		08/24/2023	5,000,000.00	4,946,800.00	4,866,897.25	3.300	A1	A+	4.993	03/26/2027
58933YAY1	12610	MERCK & CO INC		06/30/2022	5,000,000.00	4,888,800.00	4,914,708.52	0.750	A1	A+	3.585	02/24/2026
58933YBH7	12694	MERCK & CO INC		05/17/2023	60,000.00	60,276.00	59,972.03	4.050	A1	A+	4.068	05/17/2028
30303M8S4	12839	META PLATFORMS INC		08/15/2024	245,000.00	247,234.40	246,123.06	4.300	Aa3	AA-	4.147	08/15/2029
594918BY9	12751	MICROSOFT CORP		10/31/2023	13,600,000.00	13,461,008.00	13,238,283.40	3.300	Aaa	AAA	5.128	02/06/2027
637639AQ8	12906	National Secs Clearing		05/20/2025	340,000.00	345,715.40	340,661.19	4.700	N/A	N/A	4.655	05/20/2030
665859AW4	12598	Northern Trust Corp		05/12/2022	75,000.00	74,908.50	75,187.53	4.000	A2	A+	3.849	05/10/2027
665859AW4	12744	Northern Trust Corp		10/05/2023	5,925,000.00	5,917,771.50	5,750,071.35	4.000	A2	A+	5.781	05/10/2027
665859AW4	12788	Northern Trust Corp		03/08/2024	5,000,000.00	4,993,900.00	4,926,597.46	4.000	A2	A+	4.860	05/10/2027
69371RR99	12634	PACCAR FINANCIAL CORP		11/04/2022	12,000,000.00	11,988,120.00	11,981,637.71	3.550	A1	A+	5.041	08/11/2025
69371RS49	12683	PACCAR FINANCIAL CORP		03/30/2023	250,000.00	250,292.50	249,958.28	4.450	A1	A+	4.474	03/30/2026
713448FW3	12753	Pepsico Inc Corp Note		11/13/2023	5,000,000.00	5,063,000.00	4,999,977.30	5.125	A1	A+	5.125	11/10/2026
713448FX1	12831	Pepsico Inc Corp Note		07/17/2024	160,000.00	162,550.40	159,799.40	4.500	A1	A+	4.535	07/17/2029
717081EA7	12737	PFIZER INC		09/08/2023	6,135,000.00	6,048,925.95	5,974,481.50	3.000	A2	A	4.968	12/15/2026
693475AT2	12642	PNC Bank NA		11/28/2022	200,000.00	196,226.00	193,986.80	3.150	A3	A-	4.949	05/19/2027
693475BB0	12638	PNC FINANCIAL SERVICES		11/18/2022	5,000,000.00	4,830,850.00	4,814,063.79	1.150	A3	A-	4.829	08/13/2026
693475AX3	12650	PNC FINANCIAL SERVICES		11/30/2022	5,000,000.00	4,919,650.00	4,893,618.96	2.600	A3	A-	4.809	07/23/2026
693475BL8	12673	PNC FINANCIAL SERVICES		01/24/2023	755,000.00	756,102.30	755,000.00	4.758	A3	A-	4.758	01/26/2027
693475BL8	12674	PNC FINANCIAL SERVICES		01/24/2023	3,800,000.00	3,805,548.00	3,801,608.02	4.758	A3	A-	4.719	01/26/2027
857477BX0	12630	State Street Corp		11/04/2022	10,000,000.00	10,044,200.00	9,997,249.58	5.751	A1	A	5.781	11/04/2026
857477CD3	12715	State Street Corp		08/03/2023	180,000.00	181,807.20	180,000.00	5.272	A1	A	5.272	08/03/2026
857477CD3	12742	State Street Corp		09/11/2023	10,000,000.00	10,100,400.00	9,983,071.02	5.272	A1	A	5.440	08/03/2026
857449AC6	12866	State Street Bank & Trust		11/25/2024	23,925,000.00	24,100,131.00	23,925,000.00	4.594		AA-	4.594	11/25/2026
89788MAH5	12619	TRUIST FINANCIAL CORP		07/28/2022	85,000.00	84,966.00	85,000.00	4.260	A3	A-	4.260	07/28/2026
89236TKX2	12718	Toyota Motor Corporation		08/14/2023	10,000,000.00	10,085,600.00	9,995,484.91	5.000	A1	A+	5.044	08/14/2026
89236TMK8	12833	Toyota Motor Corporation		08/09/2024	80,000.00	80,641.60	79,979.64	4.550	A1	A+	4.557	08/09/2029
89236TMK8	12834	Toyota Motor Corporation		08/09/2024	30,000.00	30,240.60	29,949.99	4.550	A1	A+	4.596	08/09/2029
89236THG3	12843	Toyota Motor Corporation		09/13/2024	10,000,000.00	9,401,800.00	9,451,577.71	1.150	A1	A+	3.917	08/13/2027
89236TMY8	12876	Toyota Motor Corporation		01/13/2025	5,000,000.00	5,034,900.00	4,994,376.99	4.600	A1	A+	4.678	01/08/2027
87612EBM7	12558	TARGET CORP		01/24/2022	35,000.00	33,901.00	34,981.60	1.950	A2	A	1.986	01/15/2027
87612EBM7	12559	TARGET CORP		01/24/2022	65,000.00	62,959.00	65,014.28	1.950	A2	A	1.935	01/15/2027
87612EBM7	12749	TARGET CORP		10/31/2023	10,000,000.00	9,686,000.00	9,525,211.44	1.950	A2	A	5.347	01/15/2027
87612EBU9	12911	TARGET CORP		06/10/2025	45,000.00	45,270.45	44,999.56	4.350			4.350	06/15/2028
882508CE2	12780	Texas Instruments INC		02/15/2024	10,000,000.00	10,091,100.00	9,982,361.98	4.600		A+	4.719	02/08/2027
91324PDE9	12779	United Health Group Inc		02/15/2024	10,000,000.00	9,728,500.00	9,619,087.27	2.950	A2	A+	4.783	10/15/2027
91324PEY4	12799	United Health Group Inc		04/05/2024	10,000,000.00	10,059,900.00	9,946,884.77	4.600	A2	A+	4.921	04/15/2027

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Medium Term Notes - GC 53601(k)</b>												
92826CAD4	12629	Visa Inc		10/31/2022	10,000,000.00	9,945,400.00	9,934,640.34	3.150	Aa3	AA-	4.718	12/14/2025
931142EM1	12572	Walmart Inc		02/25/2022	60,000.00	59,408.40	60,524.25	3.050	Aa2	AA	2.114	07/08/2026
931142ER0	12637	Walmart Inc		11/17/2022	10,000,000.00	9,664,500.00	9,627,346.38	1.050	Aa2	AA	4.429	09/17/2026
931142EW9	12655	Walmart Inc		12/09/2022	10,000,000.00	9,991,000.00	9,993,172.53	3.900	Aa2	AA	4.285	09/09/2025
931142ER0	12681	Walmart Inc		03/28/2023	6,750,000.00	6,523,537.50	6,514,583.56	1.050	Aa2	AA	4.173	09/17/2026
931142FB4	12684	Walmart Inc		04/18/2023	80,000.00	80,089.60	79,917.76	3.900	Aa2	AA	3.394	04/15/2028
94988J6F9	12768	Wells Fargo Bank NA		12/11/2023	8,800,000.00	8,926,896.00	8,813,982.22	5.254		A+	5.132	12/11/2026
<b>Subtotal and Average</b>			<b>646,938,438.55</b>		<b>677,464,000.00</b>	<b>674,235,238.58</b>	<b>669,490,345.91</b>				<b>4.764</b>	
<b>Negotiable CDs - GC 53601(i)</b>												
06051WVD3	12899	BANK OF AMERICA NA		04/24/2025	19,000,000.00	18,997,530.00	19,000,000.00	4.280	N/A	A-1	4.280	04/23/2026
06367DQN8	12904	Bank of Montreal Chicago		05/14/2025	25,000,000.00	25,022,250.00	25,000,000.00	4.400	N/A	A-1	4.400	05/13/2026
63873TCS5	12905	Natixis NY Branch		05/15/2025	30,000,000.00	30,029,400.00	30,000,000.00	4.430	N/A	A-1	4.430	05/15/2026
78015JSX6	12829	Royal Bank of Canada		07/15/2024	25,000,000.00	25,006,000.00	25,000,000.00	5.150		A-1+	5.150	07/15/2025
78015JGU5	12907	Royal Bank of Canada		06/03/2025	35,000,000.00	35,036,750.00	35,000,000.00	4.290	N/A	A-1+	4.290	06/02/2026
<b>Subtotal and Average</b>			<b>79,197,802.20</b>		<b>134,000,000.00</b>	<b>134,091,930.00</b>	<b>134,000,000.00</b>				<b>4.501</b>	
<b>Commercial Paper Disc.- GC 53601(h)</b>												
09659BV49	12862	BNP Paribas NY		11/08/2024	25,000,000.00	24,896,250.00	24,895,638.89	4.420	P-1	A-1	4.571	08/04/2025
09659BZ86	12893	BNP Paribas NY		04/07/2025	25,000,000.00	24,517,750.00	24,551,111.10	4.040	P-1	A-1	4.154	12/08/2025
22533TX35	12894	Credit Agricole Securities USA		04/08/2025	50,000,000.00	49,428,000.00	49,467,333.31	4.080	P-1	A-1	4.164	10/03/2025
62479LXH3	12877	MUFG Bank LTD/NY		01/24/2025	20,000,000.00	19,737,200.00	19,738,400.00	4.360	P-1	A-1	4.505	10/17/2025
62479MAW3	12903	MUFG Bank LTD/NY		05/09/2025	21,000,000.00	20,470,800.00	20,474,422.52	4.230	P-1	A-1	4.419	01/30/2026
<b>Subtotal and Average</b>			<b>133,289,497.30</b>		<b>141,000,000.00</b>	<b>139,050,000.00</b>	<b>139,126,905.82</b>				<b>4.321</b>	
<b>Fed Agcy Coupon Sec - GC 53601(f)</b>												
3130AKJW7	12451	Federal Home Loan Bank		12/16/2020	25,000,000.00	24,595,750.00	25,002,279.04	0.600	Aaa	AA+	0.580	12/15/2025
3130APHY4	12701	Federal Home Loan Bank		05/31/2023	25,000,000.00	24,743,500.00	24,742,009.37	0.880	Aaa	AA+	4.696	10/15/2025
3130ANNU0	12767	Federal Home Loan Bank		12/08/2023	25,000,000.00	24,146,250.00	24,048,852.25	0.900	Aaa	AA+	4.439	08/26/2026
3130AYPN0	12775	Federal Home Loan Bank		01/29/2024	25,000,000.00	25,123,500.00	24,970,766.89	4.125		AA+	4.207	01/15/2027
3130BOR50	12804	Federal Home Loan Bank		04/15/2024	13,905,000.00	13,943,934.00	13,858,475.51	5.000		AA+	5.110	01/05/2029
3130B1GN1	12816	Federal Home Loan Bank		05/22/2024	31,350,000.00	31,511,452.50	31,331,702.33	5.125	Aaa	AA+	5.142	05/21/2029
3130B1W45	12825	Federal Home Loan Bank		07/02/2024	13,800,000.00	13,831,602.00	13,800,000.00	5.180		AA+	5.180	07/02/2029
3137EAEU9	12391	Federal Home Loan Mtg Corp		07/23/2020	155,000.00	154,662.10	154,991.41	0.375		AA+	0.476	07/21/2025
3134GWVB9	12420	Federal Home Loan Mtg Corp		10/15/2020	10,650,000.00	10,549,783.50	10,649,606.00	0.550	Aaa	N/A	0.565	09/29/2025
3134HA6A6	12879	Freddie Mac Discount Security		02/11/2025	30,000,000.00	30,010,500.00	30,000,000.00	4.550	Aaa	AA+	4.550	02/11/2028
<b>Subtotal and Average</b>			<b>198,342,909.80</b>		<b>199,860,000.00</b>	<b>198,610,934.10</b>	<b>198,558,682.80</b>				<b>3.971</b>	

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**County of Monterey  
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated			YTM	Maturity Date
								Rate	Moody's	S&P		
<b>US Treasury Note-GC 53601(b)</b>												
91282CAB7	12465	U.S. Treasury		03/01/2021	30,000,000.00	29,898,600.00	29,990,126.61	0.250	Aaa	N/A	0.657	07/31/2025
91282CBQ3	12466	U.S. Treasury		03/04/2021	250,000.00	244,005.00	249,627.74	0.500	Aaa	N/A	0.729	02/28/2026
91282CBH3	12467	U.S. Treasury		03/04/2021	250,000.00	244,495.00	249,502.58	0.375	Aaa	N/A	0.721	01/31/2026
912828P46	12470	U.S. Treasury		03/09/2021	500,000.00	492,145.00	502,464.42	1.625	Aaa	N/A	0.821	02/15/2026
91282CCF6	12513	U.S. Treasury		06/07/2021	200,000.00	194,110.00	199,938.32	0.750		N/A	0.784	05/31/2026
91282CBW0	12518	U.S. Treasury		06/25/2021	250,000.00	243,225.00	249,755.93	0.750	Aaa	N/A	0.870	04/30/2026
91282CAB7	12538	U.S. Treasury		11/02/2021	20,000,000.00	19,932,400.00	19,988,204.10	0.250	Aaa	N/A	0.982	07/31/2025
91282CCJ8	12540	U.S. Treasury		11/09/2021	400,000.00	387,828.00	399,184.14	0.875	Aaa	N/A	1.085	06/30/2026
91282CCW9	12541	U.S. Treasury		11/09/2021	380,000.00	366,240.20	378,491.16	0.750	Aaa	N/A	1.100	08/31/2026
91282CAJ0	12543	U.S. Treasury		11/16/2021	26,000,000.00	25,817,740.00	25,965,084.22	0.250	Aaa	N/A	1.073	08/31/2025
912828Z78	12585	U.S. Treasury		04/08/2022	350,000.00	337,599.50	343,636.59	1.500	Aaa	N/A	2.731	01/31/2027
91282CEF4	12586	U.S. Treasury		04/08/2022	350,000.00	342,520.50	348,843.70	2.500	Aaa	N/A	2.703	03/31/2027
91282CET4	12602	U.S. Treasury		06/06/2022	450,000.00	440,703.00	447,610.09	2.625	Aaa	N/A	2.925	05/31/2027
912828V98	12603	U.S. Treasury		06/06/2022	450,000.00	439,033.50	445,232.87	2.250	Aaa	N/A	2.952	02/15/2027
91282CEN7	12605	U.S. Treasury		06/06/2022	450,000.00	442,021.50	448,562.58	2.750	Aaa	N/A	2.938	04/30/2027
91282CAT8	12606	U.S. Treasury		06/10/2022	27,000,000.00	26,639,550.00	26,762,491.87	0.250	Aaa	N/A	3.045	10/31/2025
91282CAM3	12611	U.S. Treasury		06/30/2022	44,000,000.00	43,560,440.00	43,699,431.42	0.250	Aaa	N/A	3.158	09/30/2025
912828X88	12613	U.S. Treasury		07/06/2022	400,000.00	390,108.00	396,288.31	2.375	Aaa	N/A	2.910	05/15/2027
9128286S4	12614	U.S. Treasury		07/06/2022	400,000.00	394,424.00	398,464.89	2.375	Aaa	N/A	2.866	04/30/2026
9128282A7	12615	U.S. Treasury		07/06/2022	400,000.00	389,264.00	394,093.10	1.500	Aaa	N/A	2.905	08/15/2026
912828CFB2	12623	U.S. Treasury		08/19/2022	400,000.00	397,548.77	397,548.77	2.750	Aaa	AA+	3.069	07/31/2027
91282CFW6	12640	U.S. Treasury		11/18/2022	15,000,000.00	15,007,500.00	15,014,982.42	4.500	N/A	N/A	4.214	11/15/2025
9128283F5	12643	U.S. Treasury		11/28/2022	750,000.00	725,242.50	722,231.89	2.250	Aaa	N/A	3.984	11/15/2027
9128287B0	12644	U.S. Treasury		11/28/2022	750,000.00	734,460.00	734,459.78	1.875	Aaa	N/A	4.131	06/30/2026
91282CCZ2	12645	U.S. Treasury		11/28/2022	750,000.00	722,460.00	722,118.74	0.875	Aaa	N/A	4.125	09/30/2026
9128286F2	12648	U.S. Treasury		11/28/2022	725,000.00	717,010.50	717,356.14	2.500	Aaa	N/A	4.218	02/28/2026
91282CFZ9	12660	U.S. Treasury		12/14/2022	500,000.00	501,915.00	501,074.28	3.875	Aaa	N/A	3.776	11/30/2027
91282CFM8	12661	U.S. Treasury		12/14/2022	470,000.00	474,277.00	472,918.20	4.125	Aaa	N/A	3.819	09/30/2027
91282CFE6	12667	U.S. Treasury		12/19/2022	25,000,000.00	24,957,250.00	24,972,636.11	3.125	Aaa	N/A	4.069	08/15/2025
91282CFK2	12671	U.S. Treasury		12/19/2022	17,965,000.00	17,945,418.15	17,948,056.86	3.500	Aaa	N/A	3.982	09/15/2025
91282CGH8	12676	U.S. Treasury		02/02/2023	500,000.00	497,460.00	498,392.78	3.500	Aaa	N/A	3.637	01/31/2028
91282CGC9	12677	U.S. Treasury		02/03/2023	500,000.00	502,110.00	502,826.06	3.875	Aaa	N/A	3.626	12/31/2027
91282CHA2	12691	U.S. Treasury		05/05/2023	500,000.00	497,285.00	500,931.07	3.500	Aaa	N/A	3.428	04/30/2028
91282CGT2	12692	U.S. Treasury		05/05/2023	500,000.00	499,140.00	502,319.86	3.625	Aaa	N/A	3.440	03/31/2028
9128284N7	12697	U.S. Treasury		05/22/2023	250,000.00	244,425.00	243,977.35	2.875	Aaa	N/A	3.804	05/15/2028
91282CHE4	12705	U.S. Treasury		06/06/2023	300,000.00	299,367.00	298,389.39	3.625	Aaa	N/A	3.829	05/31/2028
91282CHH7	12711	U.S. Treasury		07/10/2023	260,000.00	260,319.80	258,864.82	4.125		N/A	4.618	06/15/2026
91282CHK0	12712	U.S. Treasury		07/10/2023	260,000.00	262,233.40	257,827.19	4.000	Aaa	N/A	4.313	06/30/2028



**County of Monterey  
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>US Treasury Note-GC 53601(b)</b>												
91282CJC6	12752	U.S. Treasury		11/08/2023	29,500,000.00	29,762,845.00	29,464,558.98	4.625		N/A	4.725	10/15/2026
91282CHY0	12754	U.S. Treasury		11/15/2023	24,950,000.00	25,150,847.50	24,881,895.99	4.625		N/A	4.867	09/15/2026
91282CFW6	12755	U.S. Treasury		11/22/2023	23,750,000.00	23,761,875.00	23,716,645.13	4.500	N/A	N/A	4.897	11/15/2025
91282CDQ1	12756	U.S. Treasury		11/28/2023	24,000,000.00	23,102,880.00	22,910,158.33	1.250		N/A	4.528	12/31/2026
91282CHM6	12757	U.S. Treasury		11/28/2023	24,750,000.00	24,880,185.00	24,714,121.76	4.500		N/A	4.648	07/15/2026
91282CDF5	12759	U.S. Treasury		12/05/2023	575,000.00	533,157.25	525,231.47	1.375	Aaa	N/A	4.281	10/31/2028
91282CCY5	12760	U.S. Treasury		12/07/2023	650,000.00	601,380.00	594,143.22	1.250	Aaa	N/A	4.199	09/30/2028
91282CDL2	12761	U.S. Treasury		12/07/2023	650,000.00	604,116.50	596,723.22	1.500	Aaa	N/A	4.183	11/30/2028
91282CHY0	12763	U.S. Treasury		12/08/2023	25,000,000.00	25,201,250.00	25,076,600.33	4.625		N/A	4.350	09/15/2026
912828YQ7	12769	U.S. Treasury		12/15/2023	26,500,000.00	25,728,850.00	25,683,621.22	1.625	Aaa	N/A	4.098	10/31/2026
91282CJK8	12770	U.S. Treasury		12/15/2023	24,700,000.00	24,939,343.00	24,864,479.61	4.625		N/A	4.105	11/15/2026
91282CJP7	12772	U.S. Treasury		01/16/2024	20,000,000.00	20,149,200.00	20,122,265.63	4.375		N/A	3.926	12/15/2026
91282CJT9	12773	U.S. Treasury		01/16/2024	24,600,000.00	24,658,548.00	24,627,667.98	4.000		N/A	3.922	01/15/2027
91282CDP3	12776	U.S. Treasury		01/29/2024	300,000.00	277,149.00	274,624.96	1.375	Aaa	N/A	4.066	12/31/2028
912828V98	12777	U.S. Treasury		02/13/2024	26,000,000.00	25,366,380.00	25,211,009.22	2.250	Aaa	N/A	4.258	02/15/2027
91282CEF4	12782	U.S. Treasury		02/27/2024	16,500,000.00	16,147,395.00	15,980,518.10	2.500	Aaa	N/A	4.447	03/31/2027
91282CKD2	12793	U.S. Treasury		03/25/2024	500,000.00	508,810.00	500,711.00	4.250		N/A	4.206	02/28/2029
91282CEN7	12794	U.S. Treasury		04/01/2024	25,500,000.00	25,047,885.00	24,789,618.55	2.750	Aaa	N/A	4.393	04/30/2027
91282CEN7	12800	U.S. Treasury		04/05/2024	26,000,000.00	25,539,020.00	25,236,757.81	2.750	Aaa	N/A	4.484	04/30/2027
91282CHQ7	12801	U.S. Treasury		04/15/2024	500,000.00	506,035.00	493,211.60	4.125	Aaa	N/A	4.614	07/31/2028
91282CJE2	12802	U.S. Treasury		04/15/2024	25,000,000.00	25,051,000.00	24,997,465.09	5.000		N/A	5.030	10/31/2025
912828X88	12805	U.S. Treasury		04/15/2024	26,500,000.00	25,844,655.00	25,431,626.74	2.375	Aaa	N/A	4.714	05/15/2027
91282CGV7	12817	U.S. Treasury		05/30/2024	10,175,000.00	10,148,545.00	10,078,745.99	3.750		N/A	5.019	04/15/2026
91282CJV4	12818	U.S. Treasury		06/03/2024	20,000,000.00	19,999,200.00	19,914,615.94	4.250	N/A	N/A	5.016	01/31/2026
91282CKG5	12819	U.S. Treasury		06/11/2024	500,000.00	506,760.00	493,902.33	4.125	Aaa	N/A	4.489	03/31/2029
91282CKT7	12823	U.S. Treasury		06/25/2024	440,000.00	451,998.80	444,012.20	4.500		N/A	4.239	05/31/2029
91282CKV2	12824	U.S. Treasury		07/02/2024	19,000,000.00	19,314,640.00	19,011,306.31	4.625		N/A	4.591	06/15/2027
91282CKX8	12827	U.S. Treasury		07/05/2024	400,000.00	407,436.00	398,885.06	4.250		N/A	4.328	06/30/2029
91282CJA0	12830	U.S. Treasury		07/17/2024	800,000.00	822,160.00	811,905.74	4.625		N/A	4.120	09/30/2028
91282CKT7	12836	U.S. Treasury		08/12/2024	500,000.00	513,635.00	511,662.60	4.500		N/A	3.841	05/31/2029
912828CJW2	12837	U.S. Treasury		08/12/2024	1,000,000.00	1,004,731.76	1,004,731.76	4.000	N/A	AA+	3.855	01/31/2029
91282CEV9	12841	U.S. Treasury		09/06/2024	400,000.00	392,688.00	394,835.40	3.250	Aaa	N/A	3.604	06/30/2029
91282CLK5	12842	U.S. Treasury		09/06/2024	350,000.00	348,264.00	350,800.33	3.625	Aaa	N/A	3.565	08/31/2029
91282CLN9	12846	U.S. Treasury		10/04/2024	500,000.00	494,960.00	498,752.23	3.500	Aaa	N/A	3.565	09/30/2029
91282CFU0	12847	U.S. Treasury		10/11/2024	25,000,000.00	25,228,500.00	25,109,693.81	4.125	Aaa	N/A	3.923	10/31/2027
91282CLL3	12848	U.S. Treasury		10/11/2024	25,000,000.00	24,827,250.00	24,723,885.86	3.375	Aaa	N/A	3.909	09/15/2027
91282CLO2	12849	U.S. Treasury		10/22/2024	5,000,000.00	5,017,400.00	4,992,346.19	3.875	Aaa	N/A	3.946	10/15/2027
91282CLO2	12850	U.S. Treasury		10/23/2024	5,000,000.00	5,017,400.00	4,987,832.77	3.875	Aaa	N/A	3.988	10/15/2027

**County of Monterey  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2025**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>US Treasury Note-GC 53601(b)</b>												
91282CLK5	12851	U.S. Treasury		10/28/2024	470,000.00	467,668.80	463,298.75	3.625	Aaa	N/A	4.004	08/31/2029
91282CFZ9	12852	U.S. Treasury		10/31/2024	18,250,000.00	18,319,897.50	18,154,427.03	3.875	Aaa	N/A	4.107	11/30/2027
91282CFZ9	12853	U.S. Treasury		10/31/2024	25,000,000.00	25,095,750.00	24,870,609.38	3.875	Aaa	N/A	4.104	11/30/2027
91282CLG4	12854	U.S. Treasury		10/31/2024	25,000,000.00	25,011,750.00	24,823,801.46	3.750	Aaa	N/A	4.103	08/15/2027
91282CKZ3	12855	U.S. Treasury		11/04/2024	17,000,000.00	17,211,820.00	17,072,375.38	4.375	Aaa	N/A	4.150	07/15/2027
91282CLQ2	12856	U.S. Treasury		11/05/2024	1,250,000.00	1,254,350.00	1,242,436.46	3.875	Aaa	N/A	4.158	10/15/2027
91282CLC3	12857	U.S. Treasury		11/05/2024	1,000,000.00	1,009,340.00	993,397.65	4.000	Aaa	N/A	4.179	07/31/2029
91282CFM8	12858	U.S. Treasury		11/07/2024	50,000,000.00	50,455,000.00	49,933,250.06	4.125	Aaa	N/A	4.187	09/30/2027
91282CFH9	12859	U.S. Treasury		11/07/2024	50,000,000.00	49,385,000.00	48,906,369.82	3.125	Aaa	N/A	4.205	08/31/2027
91282CGC9	12860	U.S. Treasury		11/08/2024	50,000,000.00	50,211,000.00	49,551,092.60	3.875	Aaa	N/A	4.261	12/31/2027
91282CKZ3	12861	U.S. Treasury		11/08/2024	50,000,000.00	50,623,000.00	50,118,743.62	4.375	Aaa	N/A	4.248	07/15/2027
91282CLQ2	12863	U.S. Treasury		11/08/2024	39,900,000.00	40,038,852.00	39,642,079.66	3.875	Aaa	N/A	4.177	10/15/2027
91282CEW7	12864	U.S. Treasury		11/08/2024	50,000,000.00	49,553,000.00	49,141,862.93	3.250	Aaa	N/A	4.164	06/30/2027
91282CGH8	12865	U.S. Treasury		11/15/2024	42,500,000.00	42,284,100.00	41,820,707.13	3.500	Aaa	N/A	4.166	01/31/2028
91282CLX7	12867	U.S. Treasury		12/03/2024	20,000,000.00	20,185,200.00	19,981,761.40	4.125	Aaa	N/A	4.166	11/15/2027
91282CMA6	12868	U.S. Treasury		12/05/2024	575,000.00	583,446.75	575,994.77	4.125	Aaa	N/A	4.081	11/30/2029
91282CLH2	12869	U.S. Treasury		12/06/2024	10,000,000.00	9,976,200.00	9,947,685.87	3.750	Aaa	N/A	4.217	08/31/2026
91282CGP0	12870	U.S. Treasury		12/10/2024	35,400,000.00	35,668,332.00	35,321,056.22	4.000		N/A	4.088	02/29/2028
91282CGT2	12871	U.S. Treasury		12/12/2024	25,000,000.00	24,957,000.00	24,680,228.87	3.625	Aaa	N/A	4.126	03/31/2028
91282CHA2	12872	U.S. Treasury		12/12/2024	21,000,000.00	20,885,970.00	20,653,850.71	3.500	Aaa	N/A	4.128	04/30/2028
91282CHE4	12873	U.S. Treasury		12/13/2024	24,000,000.00	23,949,360.00	23,659,031.62	3.625	Aaa	N/A	4.153	05/31/2028
91282CHK0	12874	U.S. Treasury		01/03/2025	25,000,000.00	25,214,750.00	24,781,768.18	4.000	Aaa	N/A	4.316	06/30/2028
91282CLR0	12875	U.S. Treasury		01/07/2025	750,000.00	760,725.00	742,217.75	4.125	Aaa	N/A	4.392	10/31/2029
91282CHQ7	12878	U.S. Treasury		01/31/2025	33,750,000.00	34,157,362.50	33,608,178.81	4.125	Aaa	N/A	4.273	07/31/2028
91282CMF5	12880	U.S. Treasury		02/11/2025	425,000.00	430,495.25	424,466.26	4.250	Aaa	N/A	4.302	01/15/2028
91282CMF5	12882	U.S. Treasury		02/18/2025	48,750,000.00	49,380,337.50	48,718,353.85	4.250	Aaa	N/A	4.276	01/15/2028
91282CGQ8	12887	U.S. Treasury		03/12/2025	625,000.00	631,081.25	624,885.40	4.000	Aaa	AA+	4.004	02/28/2030
9128284V9	12889	U.S. Treasury		03/31/2025	20,000,000.00	19,507,800.00	19,372,473.13	2.875	Aaa	AA+	3.956	08/15/2028
9128283W8	12895	U.S. Treasury		04/11/2025	6,300,000.00	6,150,123.00	6,132,301.07	2.750	Aaa	AA+	3.828	02/15/2028
9128283W8	12896	U.S. Treasury		04/11/2025	50,000,000.00	48,810,500.00	48,669,056.11	2.750	Aaa	AA+	3.828	02/15/2028
91282CMU2	12897	U.S. Treasury		04/11/2025	300,000.00	302,790.00	300,403.05	4.000	Aaa	AA+	3.968	03/31/2030
91282CNG2	12910	U.S. Treasury		06/09/2025	1,000,000.00	1,009,690.00	1,004,399.21	4.000	Aa1	AA+	3.900	05/31/2030
<b>Subtotal and Average</b>			<b>1,536,010,345.00</b>		<b>1,471,595,000.00</b>	<b>1,467,781,940.68</b>	<b>1,457,478,081.02</b>				<b>4.020</b>	
<b>Negotiable CDs</b>												
21684LGS5	12714	Cooperatieve Rabobank USA		07/20/2023	470,000.00	476,533.00	470,000.00	5.080		A+	5.080	07/17/2026
89115D2F2	12828	Toronto Dominion Bank		07/15/2024	15,600,000.00	15,602,808.00	15,600,000.00	5.170		A-1+	5.170	07/11/2025
<b>Subtotal and Average</b>			<b>39,971,098.90</b>		<b>16,070,000.00</b>	<b>16,079,341.00</b>	<b>16,070,000.00</b>				<b>5.167</b>	

**County of Monterey  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2025**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Municipal Bonds</b>												
544647FC9	12542	Los Angeles Unified SD		11/10/2021	80,000.00	77,968.00	80,000.00	1.455	Aa3	N/A	1.455	07/01/2026
798306WP7	12422	SAN JUAN CA UNIF SCH		10/29/2020	55,000.00	54,828.95	55,000.00	0.852	Aa2	N/A	0.899	08/01/2025
<b>Subtotal and Average</b>			<b>161,593.41</b>		<b>135,000.00</b>	<b>132,796.95</b>	<b>135,000.00</b>				<b>1.229</b>	
<b>Total and Average</b>			<b>3,274,618,919.39</b>		<b>3,254,075,240.46</b>	<b>3,243,944,182.27</b>	<b>3,228,810,256.01</b>				<b>4.275</b>	



# COUNTY OF MONTEREY TREASURER'S INVESTMENT POLICY

FISCAL YEAR ~~2024-2025~~2025-2026

APPROVED BY THE BOARD OF SUPERVISORS AUGUST ~~123~~, 20254

COUNTY OF MONTEREY INVESTMENT POLICY

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~~2025-2026~~2024-2025

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**Investment Policy  
Treasurer-Tax Collector  
County of Monterey**

**1.0 Policy**

It is the policy of the Treasurer-Tax Collector of the County of Monterey (“Treasurer”) to invest public funds in a manner which provides for the safety of the funds on deposit, the cash flow demands or liquidity needs of the Treasury Pool participants, and the highest possible yield after first considering the first two objectives of safety and liquidity. In addition, it is the Treasurer’s Policy to invest all funds in strict conformance with all state statutes governing the investment of public monies.

**2.0 Scope**

This Investment Policy applies to all financial assets in the Treasury Pool. The Policy does not apply to bond proceeds, which are governed by their respective bond documents. Also excluded from this Policy ~~is~~ the County’s 115 Pension Trust, which is governed by a separate policy. These funds are accounted for in the Annual Comprehensive Financial Reports of the County and each of the Treasury Pool's participating agencies.

**2.1 Participating Agencies**

Participants in the Treasurer's Investment Pool shall be limited to the County of Monterey, school districts within Monterey County and those special districts, which, by statute, maintain depository authority with the Treasurer.

**2.2 Outside Agency Participation**

It is the Treasurer's policy to prohibit any voluntary agency participation in the Treasury Pool.

**3.0 Prudence**

The Treasurer is a trustee and therefore a fiduciary subject to the prudent investor standard<sup>1</sup>. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the Treasurer shall act with care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors. Within the limitations of this section and considering individual investments as part of an overall investment strategy, a trustee is authorized to acquire investments as authorized by law.

Nothing in this Policy is intended to grant investment authority to any person or governing body except as provided in Sections 53601 and 53607 of the California Government Code.

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<sup>1</sup> California Government Code §53600.3

## **4.0 Objectives**

The primary objectives, in priority order, of the County of Monterey's investment activities shall be:

### **4.1 Safety of Principal**

Investments of the County shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses do not exceed the income generated from the remainder of the portfolio.

### **4.2 Liquidity**

The investment portfolio shall remain sufficiently liquid to enable all depositors to meet all expenditure requirements that might be reasonably anticipated. A minimum of 30% of the invested assets, including cash held in commercial bank accounts, shall be kept in assets having a maturity of one (1) year or less. In the event that unforeseen cash-flow fluctuations temporarily cause the ratio of liquid assets to decline below 30% of the portfolio balance, no new investments with maturities beyond one year will be made until the minimum percentage is restored. (Custom portfolios are not required to maintain a 30% liquidity rate)

### **4.3 Return on Investment**

The County's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the County's investment risk constraints and the cash flow characteristics of the portfolio.

## **5.0 Socially Responsible Investment Consideration**

In addition to and subordinate to the objectives set forth in Section 4.0 herein, the Treasurer will be mindful of environmental, social and governance (ESG) principles including, but not limited to, environmental sustainability, social and economic justice, and good corporate governance.

## **6.0 Delegation of Authority**

Subject to amended delegation by the Board of Supervisors pursuant to Government Code Section 53607, the Treasurer is authorized to manage the County of Monterey investment program. The Treasurer shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to safekeeping, master repurchase agreements, funds transfer agreements, collateral/depository agreements and banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions, including a third-party Investment Advisor, if so engaged. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

## **7.0 Conflict of Interest**

Pursuant to Article 2 (commencing with Section 87200) of Chapter 7 of Title 9 of the Government Code and the regulations of the Fair Political Practices Commission enacted pursuant thereto, the Treasurer shall disclose investments, interests in real properties, and any income received during the period since the previous statement was filed. Such disclosure shall be in writing and shall be filed with the officer designated by law within the time periods specified by law.

### **7.1 Limits on Honoraria, Gifts and Gratuities**

The Treasurer and all designated departmental staff shall be governed by the provisions of the State Political Reform Act and the Treasurer's Conflict of Interest Code, which provide annual limits on the acceptance of monetary or in-kind gifts from any individual, broker, dealer, or firm doing business or seeking to do business with the Treasurer. Those individuals shall be required to file an annual statement of economic interest.

## **8.0 Authorized Dealers and Institutions**

The Treasurer will maintain a list of broker/dealers and institutions authorized to provide investment services. Repurchase agreements and reverse repurchase agreements shall only be made with primary dealers designated by the Federal Reserve Bank of New York. The Treasurer may impose additional qualifications of brokers and their firms in order to ensure professionalism and suitability. At a minimum, all broker/dealers and/or financial institutions authorized to provide investment services to Monterey County shall meet the following criteria:

- a. Commercial banks and savings institutions must be authorized as insured with the FDIC, SIPC, or NCUA (credit unions), as applicable.
- b. Must hold an active corporate registered status with the Secretary of State (California), or an out-of-state counterpart agency.
- c. Commercial banks and savings institutions used for deposits, must be a state or national bank, savings association or federal association, a state or federal credit union, or a federally insured industrial loan company, in this state.
- d. Must be an active member of the Financial Industry Regulatory Authority (FINRA). Both the firm and any individuals serving the County must be registered to do business in California.

If a third-party Investment Advisor is authorized to conduct investment transactions on the County's behalf, the Investment Advisor may use its own list of approved broker/dealers and financial institutions for investment purposes. The Investment Advisor's approved list must be made available to the County upon request.

### **8.1 Limitations on Political Contributions**

Pursuant to Government Code Section 27133 (c), the Treasurer shall not select for business any broker, brokerage, dealer, or securities firm that has made a political contribution within the last four years in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the County



Treasurer, any member of the County of Monterey Board of Supervisors, or any candidate for those offices.

## 9.0 Authorized and Suitable Investments

The authorized investments of the Treasurer are governed by Section 53601 and 53635 of the Government Code of the State of California, and within the limits of any other Government Code Statute that permits public agency investment in various securities or participation in investment trading techniques or strategies. The Treasurer seeks to restrict investments authorized by Code, as defined in Appendix A. Investments excluded from Appendix A are not permitted. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters shall take precedence. A security purchased in accordance with this Policy shall not have a forward settlement date exceeding 45 days from the time of investment.

Rating requirements and percentage limitations, where indicated, apply at the time of purchase.

### 9.1 Limitations

The Treasurer shall not invest in any security, which, by its structure, term or other characteristics, has the possibility of returning a zero or negative yield or could be subject to a loss of principal at the time such security has attained its maturity date. Investments shall not be made in inverse floaters, range notes, and mortgage-derived interest-only strips.

Notwithstanding the prohibition in the above paragraph, the Treasurer may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. The County may hold these instruments until their maturity dates. This section shall remain in effect only until January 1, 2026, and as of that date is repealed. (Note: this section was added to California Government Code Section 53601.6 from the passage of Senate Bill 998, effective January 1, 2021. ~~In the event subsequent legislation extends this provision, this policy will be updated accordingly; in response to the latest round of near-zero interest rates in the U.S. It would provide the County with an alternative should interest rates go negative in the U.S. like they have been in parts of Europe for some time.)~~

### 9.2 Reverse Repurchase Agreements

Any reverse repurchase agreement shall have a maximum maturity of 92 days, and the proceeds shall not be invested beyond the expiration of the reverse repurchase agreement. The maximum amount of ~~r~~Reverse ~~r~~Repurchase ~~a~~Agreements shall be limited to 20% of the portfolio's book value on the date of the transaction.

### 9.3 Maximum Credit Exposure

The Treasurer shall limit the investments in any single issuer, regardless of the combination of asset class, to no more than 5% of the portfolio's book value on the date of the transaction, unless otherwise noted in Appendix A. Obligations of the U.S. Treasury, federal agencies, supranational, and pooled investments such as LAIF,

CAMP, CalTRUST~~rust~~, and money market funds are exempted from this restriction.

#### 9.4 Credit Downgrade

In the event a security held by the County is downgraded below the minimum ratings required by the Policy, the security will be reviewed. The course of action will be determined on a case-by-case basis, considering such factors as the reason for the ratings change, remaining maturity, prognosis for recovery or further ratings changes, and the market price of the security.

#### 10.0 Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, shall be conducted on a delivery-versus-payment basis. Securities shall be held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts and tri-party master repurchase agreements.

#### 11.0 Investments Outside Treasury Pool

The Treasurer ~~may~~will accept funds for investment outside of the core pooled portfolio (custom invested funds) from depository agencies who also deposit their operating fund in the core portfolio under the following criteria:

- a. All such investments are subject to prior approval by the Treasurer.
- b. The funds represent proceeds of bonds, other forms of indebtedness, or special purpose funds not required for normal operating expenses, and
- c. The funds represent new or additional assets of the agency that were not previously invested in the County of Monterey Investment Pool and, are of a value that, in the Treasurer's<sup>2</sup> opinion, will benefit from a "custom investment(s)" or under other conditions approved by the Treasurer, and
- d. The funds may be transferred to the core portfolio upon mutual agreement between the depository agency and the Treasurer. Any such transfer will reflect the market value of any securities sold prior to their maturity, where the underlying funds cannot be transferred back to a custom investment outside the core portfolio unless approved by the Treasurer, and
- e. Funds may be transferred to the Treasurer's operating (checking) account for further disbursement provided the funds originate from: maturing securities; overnight funds; sold securities subject to subsection 11~~0~~ (c.) above, and associated earned income on those funds, and
- f. Within 7 business days prior to the maturity of any security the depository agency shall inform the Treasurer of the desired disposition of such maturing assets to include, rollover to a new asset, transfer to the core portfolio, or transfer to the Treasurer's operating account subject to the conditions in 11~~0~~ (a.) through (~~h~~g.) inclusive, and
- g. Any earned income on "custom invested funds" will be segregated from the core portfolio and deposited to an overnight fund designated specifically for such income. Any liquidation or transfer of the underlying asset will invoke a corresponding transfer of the associated earned income.

- h. Any costs incurred specific to “custom invested funds” will be charged to that fund separate and apart from any other costs.

## 12.0 Criteria for Withdrawal of Funds from the Treasury Investment Pool

### **Section 27133 (h) and Section 27136 – Government Code**

An agency with funds on deposit in the County Treasury where such funds may statutorily be invested outside of the County Treasury may apply for a withdrawal of those funds. Pursuant to Government Code Sections 27133 (h) and 27136, the County Treasurer shall evaluate each proposal for withdrawal of funds. The Treasurer’s evaluation shall assess the effect of a proposed withdrawal on the stability and predictability of the investments in the County Treasury Pool. In addition and prior to any withdrawal, the Treasurer shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the Treasury Pool.

All applications for withdrawal must be submitted by a Resolution of the depository agency at least 30 days in advance of the anticipated date of withdrawal and may be subject to a monthly maximum amount. Resolutions for withdrawal shall include:

- a. A statement of the purpose for withdrawal and the following information:
  - i. The California Code Section (or other legal authority) that allows for the withdrawal and an attestation that all applicable legal requirements have been met,
  - ii. A statement that relieves the Treasurer and County of Monterey of fiduciary responsibility to the agency,
  - iii. The understanding and agreement to hold harmless the Treasurer and County from any adverse impacts the agency may face as result of withdrawal,
  - iv. Acknowledgement the withdrawal is intended to be permanent and may preclude reentry into the Pool for a term of no less than two years,
  - v. The understanding that this action removes access to dry period financing from the County as delineated in the California Constitution Article XVI Section 6, and
  - vi. Addition of any other provisions as required by state and/or local law (i.e. maintenance of any required bonds, statement of annual revenues, etc.).
- b. The date(s) and amount(s) of funds requested to be withdrawn.
- c. A certification that funds withdrawn from the county pool shall be managed by a qualified fiduciary of the applicant agency and that withdrawn funds shall not be returned for future investment by the County Treasurer, and
- d. An acknowledgement that the value of any funds withdrawn from the County Treasury shall reflect their most recent quarterly asset valuation as reported by the Treasurer.

The Treasurer shall review the request and provide an applicant agency a written response within 15 days from receipt of the application. The Treasurer’s determination shall be final.

### **13.0 Maximum Maturities**

Any non-marketable investments, such as time deposits, should not exceed a two-year maturity. In addition, no specific investment shall have a term remaining to maturity in excess of five years, unless the Board of Supervisors has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment. For purposes of compliance with this section, an investment's term or remaining maturity shall be measured from the settlement date to final maturity.

#### **13.1 Weighted Average Maturity**

The weighted average maturity of the pool portfolio (exclusive of custom investments) shall not exceed two years.

Other special purpose investments where the maturity term is not integral to short term cash flow needs may have a weighted average maturity of greater than two years.

### **14.0 Audits**

The County of Monterey investment portfolio shall be subject to a process of independent review by the Auditor-Controller's internal auditor. The County's external auditors shall review the investment portfolio in connection with the annual county audit and requirements of the Governmental Accounting Standards Board (GASB).

### **15.0 Performance Standards**

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the County's investment risk constraints and cash flow needs. The County may establish a market-based performance benchmark for comparison.

### **16.0 Investment Policy Review and Approval**

The Treasurer shall submit the Investment Policy to the Board of Supervisors for review and approval at least annually.

#### **16.1 Legislative Changes**

Any State of California legislative action that further restricts allowable maturities, investment types, minimum credit requirements, or percentage allocations will be incorporated immediately into the Investment Policy.

### **17.0 Reporting**

Pursuant to Government Code Section 53646 (b) the Treasurer may provide quarterly investment reports to the Board of Supervisors and all pool participants. The report shall include a listing of all securities held in the portfolio. Such listing shall include investment description, maturity date, par, amortized book value, market values and their source, and a risk measurement standard such as duration, along with certifications concerning the portfolio's compliance with the Policy and the portfolio's available liquidity to meet expenditure requirements for the next six months. The quarterly report shall be submitted to the Board of Supervisors within 45 days of the quarter end being reported.

## **18.0 Allocation of Investment Costs**

The costs of investing, banking, and cash management as budgeted annually and applied quarterly shall be assessed to depositing agencies at the time of quarterly interest apportionment by the County Auditor-Controller, and in accordance with Government Code statutes. Depositing agencies will receive net revenue after pro rata application of costs that correspond to a basis point reduction to earned interest rates.

When actual annual costs of investing are determined, any differences from budgeted amounts shall be included in an adjusting interest allocation by the Auditor-Controller.

## **19.0 Disaster Recovery**

The Treasurer shall maintain a disaster recovery plan and shall include contact information for key personnel as well as active bankers, broker/dealers, and the County's investment advisor.

**APPENDIX A**  
**Authorized Investments County General Pool**

Instrument	Maximum Maturity per code	Max %/ Dollar Limit	Government Code Sections
Collateralized bank deposits	5 years	N/A	53630 et seq and 53601(n)
California State Treasurer's Local Agency Investment Fund (LAIF)	N/A	Amount permitted by LAIF per account or as approved by the State Treasurer for bond/note proceeds (Currently \$75,000,000)	16429.1
California Asset Management Program (CAMP)	N/A	20%	53601(p)
CalTrust	N/A	20%	53601(p)
Bonds, including revenue bonds, issued by the County, its Agencies, or authorities	5 years	10% limit issuer	53601(a)
U.S. Treasury notes, bonds, bills, or certificates of indebtedness bearing a full faith and credit pledge	5 years	N/A	53601(b)
Registered warrants, notes, and bonds, including revenue bonds, of the State of California and all other 49 states <sup>(1)</sup>	5 years	10% limit issuer	53601(c) and 53601(d)
Bonds, notes, warrants, and other evidences of indebtedness issued by any local agency within California, including revenue bonds <sup>(1)</sup>	5 years	10% limit issuer	53601(e)
Obligations of federal agencies and United States government-sponsored enterprises	5 years	N/A	53601(f)
Bankers acceptances <sup>(2)</sup>	180 days	40%	53601(g)
Prime commercial paper	270 days	40%	53601(h) and 53635(a)(1),(2)
Negotiable certificates of deposit issued by domestic banks, associations, and state-chartered branches of foreign banks <sup>(1)</sup>	5 years	30%	53601(i)
Reverse repurchase agreements	92 days matched maturities	20%	53601(j)
Repurchase agreements	1 year	20%	53601(j)
Medium term notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States <sup>(3)</sup>	5 years	30%	53601(k)
Money market mutual funds	N/A	20% Total all funds 10% any one fund	53601(l)
Mortgage-based and asset-backed securities <sup>(4)</sup>	5 years	20%	53601(o)
U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, and eligible for purchase and sale within the U.S. <sup>(4,5)</sup>	5 years	30%	53601(q)
Overall portfolio weighted average maturity	2 years	-----	-----

- (1) which are rated in a long-term rating category of "A" or in a short-term rating category of "A-1" or its equivalent, or better at time of purchase by a minimum of one nationally recognized statistical rating organization (NRSRO)
- (2) which are rated in a rating category of "A-1" or its equivalent, or better by a minimum of one NRSRO at time of purchase
- (3) which are rated in a rating category of "A" or its equivalent, or better by a minimum of one NRSRO at the time of purchase
- (4) which are rated in a rating category of "AA" or its equivalent, or better by a minimum of one NRSRO at time of purchase. Minimum rating requirement, maximum maturity limit, and maximum % dollar limit do not apply to securities that are issued or guaranteed by the United States, a federal agency, or government sponsored enterprise.
- (5) Which are rated in a rating category of "AA" or its equivalent or better by a minimum of one NRSRO at time of purchase.



# **COUNTY OF MONTEREY TREASURER'S INVESTMENT POLICY**

**FISCAL YEAR 2025-2026**

**APPROVED BY THE BOARD OF SUPERVISORS AUGUST 12, 2025**

COUNTY OF MONTEREY INVESTMENT POLICY  
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**Investment Policy  
Treasurer-Tax Collector  
County of Monterey**

**1.0 Policy**

It is the policy of the Treasurer-Tax Collector of the County of Monterey (“Treasurer”) to invest public funds in a manner which provides for the safety of the funds on deposit, the cash flow demands or liquidity needs of the Treasury Pool participants, and the highest possible yield after first considering the first two objectives of safety and liquidity. In addition, it is the Treasurer’s Policy to invest all funds in strict conformance with all state statutes governing the investment of public monies.

**2.0 Scope**

This Investment Policy applies to all financial assets in the Treasury Pool. The Policy does not apply to bond proceeds, which are governed by their respective bond documents. Also excluded from this Policy is the County’s 115 Pension Trust, which is governed by a separate policy. These funds are accounted for in the Annual Comprehensive Financial Reports of the County and each of the Treasury Pool's participating agencies.

**2.1 Participating Agencies**

Participants in the Treasurer's Investment Pool shall be limited to the County of Monterey, school districts within Monterey County and those special districts, which, by statute, maintain depository authority with the Treasurer.

**2.2 Outside Agency Participation**

It is the Treasurer's policy to prohibit any voluntary agency participation in the Treasury Pool.

**3.0 Prudence**

The Treasurer is a trustee and therefore a fiduciary subject to the prudent investor standard<sup>1</sup>. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the Treasurer shall act with care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors. Within the limitations of this section and considering individual investments as part of an overall investment strategy, a trustee is authorized to acquire investments as authorized by law.

Nothing in this Policy is intended to grant investment authority to any person or governing body except as provided in Sections 53601 and 53607 of the California Government Code.

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<sup>1</sup> California Government Code §53600.3

## **4.0 Objectives**

The primary objectives, in priority order, of the County of Monterey's investment activities shall be:

### **4.1 Safety of Principal**

Investments of the County shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses do not exceed the income generated from the remainder of the portfolio.

### **4.2 Liquidity**

The investment portfolio shall remain sufficiently liquid to enable all depositors to meet all expenditure requirements that might be reasonably anticipated. A minimum of 30% of the invested assets, including cash held in commercial bank accounts, shall be kept in assets having a maturity of one (1) year or less. In the event that unforeseen cash-flow fluctuations temporarily cause the ratio of liquid assets to decline below 30% of the portfolio balance, no new investments with maturities beyond one year will be made until the minimum percentage is restored. (Custom portfolios are not required to maintain a 30% liquidity rate)

### **4.3 Return on Investment**

The County's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the County's investment risk constraints and the cash flow characteristics of the portfolio.

## **5.0 Socially Responsible Investment Consideration**

In addition to and subordinate to the objectives set forth in Section 4.0 herein, the Treasurer will be mindful of environmental, social and governance (ESG) principles including, but not limited to, environmental sustainability, social and economic justice, and good corporate governance.

## **6.0 Delegation of Authority**

Subject to amended delegation by the Board of Supervisors pursuant to Government Code Section 53607, the Treasurer is authorized to manage the County of Monterey investment program. The Treasurer shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to safekeeping, master repurchase agreements, funds transfer agreements, collateral/depository agreements and banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions, including a third-party Investment Advisor, if so engaged. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

## **7.0 Conflict of Interest**

Pursuant to Article 2 (commencing with Section 87200) of Chapter 7 of Title 9 of the Government Code and the regulations of the Fair Political Practices Commission enacted pursuant thereto, the Treasurer shall disclose investments, interests in real properties, and any income received during the period since the previous statement was filed. Such disclosure shall be in writing and shall be filed with the officer designated by law within the time periods specified by law.

### **7.1 Limits on Honoraria, Gifts and Gratuities**

The Treasurer and all designated departmental staff shall be governed by the provisions of the State Political Reform Act and the Treasurer's Conflict of Interest Code, which provide annual limits on the acceptance of monetary or in-kind gifts from any individual, broker, dealer, or firm doing business or seeking to do business with the Treasurer. Those individuals shall be required to file an annual statement of economic interest.

## **8.0 Authorized Dealers and Institutions**

The Treasurer will maintain a list of broker/dealers and institutions authorized to provide investment services. Repurchase agreements and reverse repurchase agreements shall only be made with primary dealers designated by the Federal Reserve Bank of New York. The Treasurer may impose additional qualifications of brokers and their firms in order to ensure professionalism and suitability. At a minimum, all broker/dealers and/or financial institutions authorized to provide investment services to Monterey County shall meet the following criteria:

- a. Commercial banks and savings institutions must be authorized as insured with the FDIC, SIPC, or NCUA (credit unions), as applicable.
- b. Must hold an active corporate registered status with the Secretary of State (California), or an out-of-state counterpart agency.
- c. Commercial banks and savings institutions used for deposits, must be a state or national bank, savings association or federal association, a state or federal credit union, or a federally insured industrial loan company, in this state.
- d. Must be an active member of the Financial Industry Regulatory Authority (FINRA). Both the firm and any individuals serving the County must be registered to do business in California.

If a third-party Investment Advisor is authorized to conduct investment transactions on the County's behalf, the Investment Advisor may use its own list of approved broker/dealers and financial institutions for investment purposes. The Investment Advisor's approved list must be made available to the County upon request.

### **8.1 Limitations on Political Contributions**

Pursuant to Government Code Section 27133 (c), the Treasurer shall not select for business any broker, brokerage, dealer, or securities firm that has made a political contribution within the last four years in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the County

Treasurer, any member of the County of Monterey Board of Supervisors, or any candidate for those offices.

## **9.0 Authorized and Suitable Investments**

The authorized investments of the Treasurer are governed by Section 53601 and 53635 of the Government Code of the State of California, and within the limits of any other Government Code Statute that permits public agency investment in various securities or participation in investment trading techniques or strategies. The Treasurer seeks to restrict investments authorized by Code, as defined in Appendix A. Investments excluded from Appendix A are not permitted. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters shall take precedence. A security purchased in accordance with this Policy shall not have a forward settlement date exceeding 45 days from the time of investment.

Rating requirements and percentage limitations, where indicated, apply at the time of purchase.

### **9.1 Limitations**

The Treasurer shall not invest in any security, which, by its structure, term or other characteristics, has the possibility of returning a zero or negative yield or could be subject to a loss of principal at the time such security has attained its maturity date. Investments shall not be made in inverse floaters, range notes, and mortgage-derived interest-only strips.

Notwithstanding the prohibition in the above paragraph, the Treasurer may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. The County may hold these instruments until their maturity dates. This section shall remain in effect only until January 1, 2026, and as of that date is repealed. (Note: this section was added to California Government Code Section 53601.6 from the passage of Senate Bill 998, effective January 1, 2021. In the event subsequent legislation extends this provision, this policy will be updated accordingly.)

### **9.2 Reverse Repurchase Agreements**

Any reverse repurchase agreement shall have a maximum maturity of 92 days, and the proceeds shall not be invested beyond the expiration of the reverse repurchase agreement. The maximum amount of reverse repurchase agreements shall be limited to 20% of the portfolio's book value on the date of the transaction.

### **9.3 Maximum Credit Exposure**

The Treasurer shall limit the investments in any single issuer, regardless of the combination of asset class, to no more than 5% of the portfolio's book value on the date of the transaction, unless otherwise noted in Appendix A. Obligations of the U.S. Treasury, federal agencies, supranational, and pooled investments such as LAIF, CAMP, CalTRUST, and money market funds are exempted from this restriction.

### **9.4 Credit Downgrade**

In the event a security held by the County is downgraded below the minimum ratings required by the Policy, the security will be reviewed. The course of action will be determined on a case-by-case basis, considering such factors as the reason for the ratings change, remaining maturity, prognosis for recovery or further ratings changes, and the market price of the security.

## **10.0 Safekeeping and Custody**

All security transactions, including collateral for repurchase agreements, shall be conducted on a delivery-versus-payment basis. Securities shall be held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts and tri-party master repurchase agreements.

## **11.0 Investments Outside Treasury Pool**

The Treasurer may accept funds for investment outside of the core pooled portfolio (custom invested funds) from depository agencies who also deposit their operating fund in the core portfolio under the following criteria:

- a. All such investments are subject to prior approval by the Treasurer.
- b. The funds represent proceeds of bonds, other forms of indebtedness, or special purpose funds not required for normal operating expenses, and
- c. The funds represent new or additional assets of the agency that were not previously invested in the County of Monterey Investment Pool and, are of a value that, in the Treasurer's opinion, will benefit from a "custom investment(s)" or under other conditions approved by the Treasurer, and
- d. The funds may be transferred to the core portfolio upon mutual agreement between the depository agency and the Treasurer. Any such transfer will reflect the market value of any securities sold prior to their maturity, where the underlying funds cannot be transferred back to a custom investment outside the core portfolio unless approved by the Treasurer, and
- e. Funds may be transferred to the Treasurer's operating (checking) account for further disbursement provided the funds originate from: maturing securities; overnight funds; sold securities subject to subsection 11 (c.) above, and associated earned income on those funds, and
- f. Within 7 business days prior to the maturity of any security the depository agency shall inform the Treasurer of the desired disposition of such maturing assets to include, rollover to a new asset, transfer to the core portfolio, or transfer to the Treasurer's operating account subject to the conditions in 11 (a.) through (h.) inclusive, and
- g. Any earned income on "custom invested funds" will be segregated from the core portfolio and deposited to an overnight fund designated specifically for such income. Any liquidation or transfer of the underlying asset will invoke a corresponding transfer of the associated earned income.
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All applications for withdrawal must be submitted by a Resolution of the depository agency at least 30 days in advance of the anticipated date of withdrawal and may be subject to a monthly maximum amount. Resolutions for withdrawal shall include:

- a. A statement of the purpose for withdrawal and the following information:
  - i. The California Code Section (or other legal authority) that allows for the withdrawal and an attestation that all applicable legal requirements have been met,
  - ii. A statement that relieves the Treasurer and County of Monterey of fiduciary responsibility to the agency,
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  - iv. Acknowledgement the withdrawal is intended to be permanent and may preclude reentry into the Pool for a term of no less than two years,
  - v. The understanding that this action removes access to dry period financing from the County as delineated in the California Constitution Article XVI Section 6, and
  - vi. Addition of any other provisions as required by state and/or local law (i.e. maintenance of any required bonds, statement of annual revenues, etc.).
- b. The date(s) and amount(s) of funds requested to be withdrawn.
- c. A certification that funds withdrawn from the county pool shall be managed by a qualified fiduciary of the applicant agency and that withdrawn funds shall not be returned for future investment by the County Treasurer, and
- d. An acknowledgement that the value of any funds withdrawn from the County Treasury shall reflect their most recent quarterly asset valuation as reported by the Treasurer.

The Treasurer shall review the request and provide an applicant agency a written response within 15 days from receipt of the application. The Treasurer's determination shall be final.

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maturity. In addition, no specific investment shall have a term remaining to maturity in excess of five years, unless the Board of Supervisors has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment. For purposes of compliance with this section, an investment's term or remaining maturity shall be measured from the settlement date to final maturity.

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Other special purpose investments where the maturity term is not integral to short term cash flow needs may have a weighted average maturity of greater than two years.

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## **18.0 Allocation of Investment Costs**

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When actual annual costs of investing are determined, any differences from budgeted amounts shall be included in an adjusting interest allocation by the Auditor-Controller.

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**APPENDIX A**  
**Authorized Investments County General Pool**

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CalTrust	N/A	20%	53601(p)
Bonds, including revenue bonds, issued by the County, its Agencies, or authorities	5 years	10% limit issuer	53601(a)
U.S. Treasury notes, bonds, bills, or certificates of indebtedness bearing a full faith and credit pledge	5 years	N/A	53601(b)
Registered warrants, notes, and bonds, including revenue bonds, of the State of California and all other 49 states <sup>(1)</sup>	5 years	10% limit issuer	53601(c) and 53601(d)
Bonds, notes, warrants, and other evidences of indebtedness issued by any local agency within California, including revenue bonds <sup>(1)</sup>	5 years	10% limit issuer	53601(e)
Obligations of federal agencies and United States government-sponsored enterprises	5 years	N/A	53601(f)
Bankers acceptances <sup>(2)</sup>	180 days	40%	53601(g)
Prime commercial paper	270 days	40%	53601(h) and 53635(a)(1),(2)
Negotiable certificates of deposit issued by domestic banks, associations, and state-chartered branches of foreign banks <sup>(1)</sup>	5 years	30%	53601(i)
Reverse repurchase agreements	92 days matched maturities	20%	53601(j)
Repurchase agreements	1 year	20%	53601(j)
Medium term notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States <sup>(3)</sup>	5 years	30%	53601(k)
Money market mutual funds	N/A	20% Total all funds 10% any one fund	53601(l)
Mortgage-based and asset-backed securities <sup>(4)</sup>	5 years	20%	53601(o)
U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, and eligible for purchase and sale within the U.S. <sup>(5)</sup>	5 years	30%	53601(q)
Overall portfolio weighted average maturity	2 years	-----	-----

- (1) which are rated in a long-term rating category of "A" or in a short-term rating category of "A-1" or its equivalent, or better at time of purchase by a minimum of one nationally recognized statistical rating organization (NRSRO)
- (2) which are rated in a rating category of "A-1" or its equivalent, or better by a minimum of one NRSRO at time of purchase
- (3) which are rated in a rating category of "A" or its equivalent, or better by a minimum of one NRSRO at the time of purchase
- (4) which are rated in a rating category of "AA" or its equivalent, or better by a minimum of one NRSRO at time of purchase. Minimum rating requirement, maximum maturity limit, and maximum % dollar limit do not apply to securities that are issued or guaranteed by the United States, a federal agency, or government sponsored enterprise.
- (5) Which are rated in a rating category of "AA" or its equivalent or better by a minimum of one NRSRO at time of purchase.



# County of Monterey

**Item No.21**

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

## Board Report

**Legistar File Number: 25-557**

August 12, 2025

**Introduced:** 7/30/2025

**Current Status:** General Government -  
Consent

**Version:** 2

**Matter Type:** General Agenda Item

- a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute Amendment #4 to Agreement No. A-15433 between the County of Monterey and *BetterUp, Inc.* for the purchase of annual subscriptions for coaching sessions and full access to all *BetterUp* Platform features, extending the term of the Agreement through August 31, 2026, or until the last annual subscription expires, and increasing the not-to-exceed amount from \$1,200,000 to \$1,410,000; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign the initial and any subsequent Order Forms where the Order Forms do not significantly change the scope of work or cause an increase in the not-to-exceed amount.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute Amendment #4 to Agreement No. A-15433 between the County of Monterey and *BetterUp, Inc.* for the purchase of annual subscriptions for coaching sessions and full access to all *BetterUp* Platform features, extending the term of the Agreement through August 31, 2026, or until the last annual subscription expires, and increasing the not-to-exceed amount from \$1,200,000 to \$1,410,000; and
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### SUMMARY/DISCUSSION:

From FY 2021-22 to FY 2024-25, departments invested \$1,188,000 in *BetterUp* coaching subscriptions. Over the last four years, *BetterUp* chose to forgo a price increase and continues to maintain an annual fee of \$6,000 per subscription. For FY 2025-26, departments committed to invest in 29 subscriptions for a total of \$174,000. To accommodate this expenditure, as well as make available up to 6 additional subscriptions for purchase during the year, it is recommended that the not-to-exceed amount be increased from \$1,200,000 to \$1,410,000.

*BetterUp* coaching supports rapid growth and sustainable change, providing participants an opportunity to work on key areas with their coach to enhance self-awareness, change behaviors, and help unlock potential. This is achieved via unlimited access to scheduled and on-demand leadership coaching, as well as specialist coaching in various areas, including resilience, wellness/nutrition, working parent, communication, career growth, inclusion and belonging, and grief/loss.

Since 2021, over 260 County employees engaged in their individual *BetterUp* coaching journey, completing a cumulative 3,838 coaching sessions and reviewing 3,695 *BetterUp* library resources. 99% of participants indicated that *BetterUp* is a valuable use of time, 81% agreed that their coach helped them progress their goals, and 83% rate sessions as “life-changing” or “amazing”.

*BetterUp* benchmarking outcomes show that the county’s participants achieved “Best in Class” in: “Team Cohesion” amongst individual contributors, which enhances performance; “Productivity” amongst frontline managers; and “Mattering” amongst managers of managers, which drives retention. The most significant changes were achieved in the areas of Strategic Thinking and Goal Attainment.

*BetterUp* continues to deliver results for participants and the wins achieved through coaching have a positive impact on participants’ sphere of influence within their organizations, driving productivity, employee engagement and retention.

Therefore, it is recommended the Board of Supervisors approve the recommended actions.

OTHER AGENCY INVOLVEMENT:

The offices of the County Counsel and Auditor-Controller have reviewed and approved the Amendment #4 as to form and legality and fiscal provisions, respectively.

FINANCING:

Costs associated with this Amendment #4 will be covered by participating departments; each department will pay for its subscriptions. Departments will fund the cost of their subscriptions from appropriations in their FY 2025-26 budgets. The cost is \$6,000 per annual subscription. This amendment is adding 35 subscriptions.

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
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Catherine Crusade, Employee Engagement Manager, x5316

Approved by: Andreas Pyper, Director of Human Resources, x5043

Attachments:

Attachment A - Agreement between County and BetterUp, Inc.

Attachment B - Amendment #1

Attachment C - Amendment #2

Attachment D - Amendment #3  
Attachment E - Amendment #4



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: 25-557

August 12, 2025

Introduced: 7/30/2025

Current Status: Agenda Ready

Version: 2

Matter Type: General Agenda Item

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- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Catherine Crusade, Employee Engagement Manager, x5316

Approved by: Andreas Pyper, Director of Human Resources, x5043

Attachments:

- Attachment A - Agreement between County and BetterUp, Inc.
- Attachment B - Amendment #1
- Attachment C - Amendment #2
- Attachment D - Amendment #3

Attachment E - Amendment #4

## COUNTY OF MONTEREY AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and: BetterUp, Inc.  
(hereinafter “CONTRACTOR”).

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and B** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

annual subscriptions for unlimited coaching sessions and full access to all BetterUp Platform features, as set forth more fully in Exhibits A and B, attached hereto.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. Fourteen Department Heads have committed to purchase a total of 36 subscriptions for a total of \$216,000. Departments will have the option to purchase up to 14 additional one-year subscriptions at a cost of \$6,000 per subscription, not to exceed a maximum total of \$300,000 over the thirteen-month contract term.

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from **August 1, 2021** to **August 31, 2022**, unless sooner terminated pursuant to Exhibit B. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 Any additional one-year subscriptions commenced after September 1, 2021 will extend the term of this Agreement only for the purpose of fulfilling CONTRACTOR’s obligations under the additional one-year subscriptions.

3.03 The County reserves the right to cancel this Agreement in accordance to the rights bestowed upon it in Exhibit B.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A – Scope of Services/Payment Provisions**

**Exhibit B – BetterUp Enterprise Agreement**



5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices and payment terms shall be governed by Exhibit B.
- 6.02 Negotiations for rate changes shall be governed by Exhibit B.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 The term of this Agreement shall be governed by Exhibit B.
- 7.02 The County may cancel and terminate this Agreement in accordance with Exhibit B.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors. The extent of liability deriving from this Agreement shall be governed by Exhibit B.

## 9.0 INSURANCE REQUIREMENTS:

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

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by

the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County’s contract administrator and County’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** Confidentiality shall be governed by the terms of Exhibit B.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** Audit rights shall be governed by the terms of Exhibit B.
- 10.05 **Royalties and Inventions:** County's right to access, reproduce, and use the services shall be governed by Exhibit B.

## 11.0 NON-DISCRIMINATION:

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

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as

though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

### 13.0 INDEPENDENT CONTRACTOR:

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

### 14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Irma Ramirez-Bough Director of Human Resources <hr/> <i>Name and Title</i>	Nadeim Fareid Legal Counsel <hr/> <i>Name and Title</i>
168 W. Alisal Street, 3 <sup>rd</sup> Floor Salinas, CA 93901 <hr/> <i>Address</i>	1200 Folsom Street San Francisco, CA 94103 <hr/> <i>Address</i>
(831) 755-5043 <hr/> <i>Phone</i>	(415) 969-3874 <hr/> <i>Phone</i>

### 15.0 MISCELLANEOUS PROVISIONS.

15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

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

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

15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes

CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** Assignment shall be governed by the terms of Exhibit B.
- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

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

16.0 SIGNATURE PAGE.

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

**COUNTY OF MONTEREY**  
 DocuSigned by:  
 By: Debra Wilson, Contracts/Purchasing Supervisor  
 7B74C35716  
 Date: 7/16/2021 | 1:54 PM PDT  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>  
 DocuSigned by:  
 By: Janet L. Holmes  
 68AF07BD0FF1CA  
 Date: 7/16/2021 | 1:15 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>  
 DocuSigned by:  
 By: Gary Giboney  
 D3834BFEC1D244  
 Date: 7/16/2021 | 1:51 PM PDT

Approved as to Liability Provisions<sup>3</sup>  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

**CONTRACTOR**  
 BetterUp, Inc.  
 Contractor's Business Name\*  
 DocuSigned by:  
 By: Vinh Le  
 04A116A1F518  
 Signature of Chair, President, or Vice-President) \*  
 Vinh Le CFO  
 Name and Title  
 Date: 6/25/2021 | 3:41 PM PDT  
 APPROVED  
 By NF at 11:56 am, Jun 25, 2021  
 DocuSigned by:  
 By: [Signature]  
 Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*  
 Doug Bielecki Head of Finance Operations  
 Name and Title  
 Date: 6/25/2021 | 3:08 PM PDT

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required  
<sup>2</sup>Approval by Auditor-Controller is required  
<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9



EXHIBIT A

**To Agreement by and between**

**the COUNTY OF MONTEREY, hereinafter referred to as “COUNTY”**

**and**

**BetterUp, Inc., hereinafter referred to as “CONTRACTOR”**

*This Order Form is subject to the terms and conditions contained in the County of Monterey Agreement effective August 1, 2021 by and between County of Monterey (“County”) and BetterUp, Inc. (“CONTRACTOR”) (the “Agreement”), which is incorporated into this Order Form by this reference. In the event of any conflict between the Agreement and this Order Form, the Agreement shall prevail.*

<b>Description and Terms</b>	
<b><u>Services</u></b>	BetterUp offers leadership, development, and performance coaching through a variety of behavioral techniques and methods on the BetterUp Platform. This consists of one-on-one videoconferencing with BetterUp Coaches on the BetterUp Platform and may also include other services such as access to on-demand coaching, extended network, assessment and performance tools, BetterUp Analytics, and other learning content. BetterUp provides the County with the right to access BetterUp Platform and to enable its Users with BetterUp Services during the Subscription Term.
<b><u>Subscription</u></b>	The subscription provides the County with the rights to provide access during the Subscription Term with the following User limits:  Up to a total of thirty-six (36) Concurrent Users. A Concurrent User is defined as the total number of individual Users who may, at a single point in time, schedule and receive unlimited thirty (30) minute one-to-one coaching sessions (typically one session per week) and full access to all BetterUp Platform features as well as on-demand coaching and extended network.  For clarity, all access ceases on the Subscription Term End Date (unless such term is renewed via separate order form).
<b><u>Subscription Term</u></b>	<u>Start Date:</u> September 1, 2021 <u>End Date:</u> August 31, 2022
<b><u>Total Subscription Fee</u></b>	U.S. \$216,000.00 for one (1) year
<b><u>Payment Term</u></b>	Invoiced upon execution of this Order: U.S. \$216,000.00
<b>Additional Terms</b>	
<p><b><u>Coaching Sessions and Users:</u></b> Purchases of BetterUp Services are committed as of the Order Form Effective Date, regardless of whether accounts are activated by Users or Coaching time is used. Coaching sessions/time cannot be banked or rolled over to renewals. County shall not be entitled to receive any refund or credit if the total Concurrent Users is fewer than specified above.</p> <p><b><u>Payment:</u></b> CONTRACTOR shall submit the first annual invoice to County within ten (10) days after the effective date of this Agreement. Thereafter, CONTRACTOR shall submit invoices to County no later than (10) days after the effective date of any new Order Form. Invoices shall be emailed to Jose L. Tapia, Finance Manager at TapiaJL@co.monterey.ca.us. County shall certify the invoices and promptly submit them to the County Auditor-Controller for payment. The Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.</p> <p>County agrees and acknowledges that it has not relied on the future availability of any feature, functionality, or product.</p>	
<b>Billing Information</b>	
Billing Contact: Jose L. Tapia  Billing Email: TapiaJL@co.monterey.ca.us	Billing Address: County of Monterey Human Resources Dept. 168 W. Alisal St. 3 <sup>rd</sup> Floor Salinas, CA 93901  Billing Phone: (831) 755-5268

This Order Form shall be effective upon execution by County and BetterUp ("Order Effective Date")

COUNTY OF MONTEREY

BETTERUP, INC.

DocuSigned by:  
Signature: Debra Wilson, Contracts/Purchasing Supervisor

Print Name: DEBRA WILSON

Title: DRW

Date: 7/16/2021 | 1:54 PM PDT

DocuSigned by:  
Signature: Vinh Le

Print Name: Vinh Le

Title: CFO

Date: 6/25/2021 | 3:41 PM PDT

APPROVED  
By NF at 11:56 am, Jun 25, 2021

End of Exhibit A

## EXHIBIT B

### **BETTERUP ENTERPRISE AGREEMENT**

This BetterUp Enterprise Agreement (this “**Agreement**”) is made and entered into as of August 1, 2021 (the “**Effective Date**”) by and between the County of Monterey (“**Company**”) and BetterUp, Inc. (“**BetterUp**”) (each a “Party” and collectively “Parties”). In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. BetterUp Services.** BetterUp offers leadership, development and performance coaching through a variety of behavioral techniques and methods on its mobile application and online platform (“**BetterUp Platform**”). Pursuant to the applicable Order (defined below), this may consist of one-on-one videoconferencing with BetterUp coaches on the BetterUp Platform and may also include other services such as access to on-demand coaching, extended network, assessment and performance tools, BetterUp Analytics (defined in Section 7), and other learning content (“**BetterUp Services**”). BetterUp provides the Company with the right to access BetterUp Platform and to enable its employees (each, a “**User**” and collectively, “**Users**”) with BetterUp Services for specified periods (each, a “**Subscription Term**”, together). BetterUp will provide the BetterUp Services pursuant to mutually agreed upon orders (each, an “**Order**”). Each Order will include a description of the Subscription, the applicable Subscription Term, and the associated fees and payment terms for the BetterUp Services. Each Order will be deemed incorporated into this Agreement by reference and made an integral part of this Agreement when each such Order has been signed by both Parties. The first Order will be denoted as Exhibit A-1, and subsequent Orders will be consecutively numbered in increasing order. All capitalized but undefined terms herein shall have the meaning set forth in the applicable Order. To the extent that a conflict arises between the terms and conditions of an Order and the terms and conditions of this Agreement, the terms of this Agreement will govern.

**2. Subscriptions.** Unless otherwise provided in the applicable Order, purchased BetterUp Services and access to the BetterUp Platform are purchased as subscriptions for the Subscription Term stated in the applicable Order. Company agrees that its purchases are not contingent on the delivery of any future functionality, feature or products, or dependent on any oral or written public comments made by BetterUp regarding future functionality, feature or products.

**3. User Limits.** BetterUp Services and BetterUp Platform are subject to User limits specified in the Order, and Company is not allowed to exceed the User limits. In the event Company exceeds a contractual User limit, Company will inform BetterUp in writing, and execute a new Order for the additional Users for applicable BetterUp Services or BetterUp Platform promptly upon BetterUp’s request, and pay any invoice associated with the new Order for excess Users in accordance with the “Invoicing and Payment” section below.

**4. Support.** BetterUp will provide the Company with reasonable technical support regarding use of the BetterUp Services. In addition, BetterUp may provide implementation and/or other professional services upon Company’s request and mutually agreed upon terms. BetterUp is not responsible for issues resulting from misuse, non-BetterUp systems or equipment, Third-Party tools, general internet problems, or force majeure events.

**5. License and Restrictions.** Subject to the terms of this Agreement, BetterUp grants to Company a limited, non-exclusive, non-transferable right to access the BetterUp Platform solely for Company’s internal business purposes and not for resale or further distribution. Company’s right to use the BetterUp Platform is limited by all terms and conditions herein. Except for this license granted to Company, BetterUp and its licensors retain all right, title and interest in and to the BetterUp Platform and BetterUp Services, including all related intellectual property rights. The BetterUp Platform is protected by applicable intellectual property laws, including U.S. copyright law and international treaties. Company is responsible for establishing its own policies (if any) with Users as to what information is appropriate to share as part of the BetterUp Services. Company will not (and will not allow anyone else to) (a) rent, lease, copy, disclose, provide access to or sublicense the BetterUp Platform, (b) use the BetterUp Platform for the benefit of, or to provide any service to, a third party, or (c) publicly disseminate information regarding the performance of the BetterUp Platform without BetterUp’s prior written consent.

**6. User Interactions.** User interactions with BetterUp in connection with the BetterUp Services are subject to the BetterUp Terms of Service (found at <https://www.betterup.co/en-us/terms/>) and Privacy Policy (found at <https://www.betterup.co/en-us/privacy-policy/>) (collectively “**BetterUp User Terms**”). The following sections of the BetterUp Terms of Service shall not apply to Users and the topics included therein shall be governed by this Agreement: 5 (Fees and Payment Terms), 15 (Indemnification), 16 (Limitation of Liability), 17 (Arbitration), Governing Law and Dispute Resolution in Section 18 (Miscellaneous), and Assignment in Section 18 (Miscellaneous). BetterUp may use any data, information or materials collected or received from Users through these interactions, in accordance with the BetterUp User Terms and for its internal business purposes. BetterUp shall allow Company’s employees to access the BetterUp Services pursuant to the terms of this Agreement and the applicable Order, however Company is responsible for establishing, to the extent applicable, its own policies (if any) with Users as to what information is appropriate to share as part of the BetterUp Services.

**7. BetterUp Analytics.** As part of the services provided on the BetterUp Platform, BetterUp will, during the term of this Agreement, provide Company with access to reports outlining (a) which Users have activated with BetterUp, (b) sessions completed, (c) coaching start and end dates, and (d) aggregated and anonymous statistics regarding the BetterUp Services the Users received, such as i) metadata and data related to usage (e.g., average session length, frequency of use), ii) composition of development plans (e.g., top skills chosen by Users, popular learning activities), and iii) User-generated data from learning activities (e.g., results from psychometric assessments) (collectively, “**BetterUp Analytics**”). Company may only use the BetterUp Analytics for its internal business purposes, in compliance with all applicable laws. Consistent with the BetterUp User Terms and its confidentiality policies, BetterUp will not disclose User-specific coaching content or results to Company.

## **8. Fees and Payment Terms.**

**8.1 Fees.** The fees and payment terms applicable to the BetterUp Services are set forth in the applicable Order. Except as otherwise specified herein or in an Order Form, (i) fees are based on access rights acquired and not actual usage, (ii) payment obligations are non-cancelable and non-refundable, and (iii) access rights purchased for the number of Users cannot be decreased during the relevant Subscription Term.

**8.2 Invoicing and Payment.** Subscription Fees and all other fees due hereunder will be invoiced to Company. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable as set up in the applicable Order. Company shall provide BetterUp with complete and accurate billing and contact information including a valid email address. Upon BetterUp’s request, Company will make payments via electronic bank transfer.

**8.3 Taxes.** BetterUp’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). Company is responsible for paying all Taxes associated with its purchases hereunder. If BetterUp has the legal obligation to pay or collect Taxes for which Company is responsible under this section, BetterUp will invoice Company and Company will pay that amount unless Company provides BetterUp with a valid tax exemption certificate authorized by the appropriate taxing authority.

**9. Audit Rights.** During the term of this Agreement and for three (3) years thereafter (but not more than once per calendar year, unless circumstances warrant additional audits as described below), BetterUp, at its expense, may cause an audit and/or inspection to be made of the applicable Company records during normal business hours in order to verify Company’s compliance with the terms of this Agreement. Company agrees to provide BetterUp, or its designated audit or inspection team, access to the relevant Company records. If any discrepancy is discovered, Company shall pay BetterUp the full amount of any underpayment revealed by the audit or inspection plus interest from the date such payments were due under the terms of Sections 3 and 7. Notwithstanding the foregoing, the Parties agree that BetterUp may conduct an audit at any time, in the event of (i) audits required by a governmental or regulatory authority, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, or (iii) BetterUp reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to BetterUp’s business.

**10. Trademarks.** BetterUp’s name, BetterUp’s trademarks, BetterUp’s logos, and any other BetterUp product, service name, or slogan included in the Services are property of BetterUp and may not be copied, imitated, or used (in whole or in part) without BetterUp’s prior written consent. The look and feel of the Services, including all custom graphics, button icons, and scripts constitute service marks, trademarks, or trade dress of BetterUp and may not be copied, imitated, or used (in whole or in part) without BetterUp’s prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned in BetterUp Services or on the BetterUp Platform (“**Third Party Trademarks**”) are the property of their respective owners, and the use of such Third Party Trademarks inures to the benefit of each owner. The use of such Third Party Trademarks is intended to denote interoperability and does not constitute an affiliation by BetterUp and its licensors with such company or an endorsement or approval by such company of BetterUp or its licensors or their respective products or services.

## **11. Confidentiality.**

**11.1. Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent that it can be established by written documentation by the Receiving Party that such information: (i) is or becomes generally known to the public without breach of any obligation of confidentiality by the Receiving Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party and who has a legal right to disclose such information; or (iv) was independently developed by the Receiving Party without the use of the Disclosing Party’s Confidential Information. The Parties agree that, during the Term, including any extensions thereto, and for three (3) years

thereafter, the Receiving Party shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement the Confidential Information of the Disclosing Party.

**11.2. Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to handle, treat, store, access (or limit access), and otherwise protect (including with encryption, as applicable) the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care). The Receiving Party: (i) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of, or as permitted by, this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by obligations to the Receiving Party consistent with this Agreement.

**11.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or regulatory process to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted and practicable (e.g., there is sufficient time to provide such notice) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**11.4 Return or Destruction of Confidential Information.** Upon written request, The Receiving Party shall return to the Disclosing Party or destroy all Confidential Information received from the Disclosing Party during the Term of this Agreement except digital backup copies created through automated system processes provided that such backup copies are protected as Confidential Information by the Receiving Party for as long as the information is retained.

**11.5 Ownership of Confidential Information.** The Receiving Party acknowledges that, except as otherwise provided herein, (a) the Disclosing Party is the exclusive owner of and has all rights to its Confidential Information, including all intellectual property rights therein, such as patents, copyrights, trade secrets, trademarks, moral rights and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights"); and (b) no right, title, interest or license to the Receiving Party is either granted or implied under any Intellectual Property Rights by the disclosure of Confidential Information hereunder.

**12. Term, Termination and Effects of Termination.** This Agreement commences upon the Effective Date and will continue in effect until terminated by either Party in accordance with this Section. Unless otherwise set forth in an Order Form, Subscriptions shall have a term of 12 months and shall automatically renew for additional one-year terms unless either Party chooses not to sign a subsequent Order Form in which case no such renewal will take place. BetterUp may change the pricing for Subscription Terms subsequent to the initial Term (each a "Renewal Term"), in its sole discretion. Either Party may terminate this Agreement (including all Orders affected by the breach) for cause if the other Party fails to cure any material breach of this Agreement or the Order within 30 days after written notice (10 days for breach of payment obligations). Upon any expiration or termination of an Order, (a) BetterUp will cease providing the BetterUp Services under that Order, (b) Company and the Users will cease any access to the BetterUp Platform under such Order, except Users may contract individually with BetterUp for coaching separately from BetterUp's client relationship with Company, and (c) Company may retain and continue use of all BetterUp Analytics provided by BetterUp prior to the effective date of termination or expiration of this Agreement, except if BetterUp terminates this Agreement for cause. If this Agreement is terminated or expires, but at least one Order remains in effect, then the terms of this Agreement will continue to apply to any such Orders. Notwithstanding any terms to the contrary in this Agreement, (i) in addition to this sentence, Sections 2, 5, 7, 8, 10, 11,12, 13, 14, and 15 survive any termination or expiration of this Agreement, and (ii) no refunds will be issued.

**13. Representations and Warranties.** Each Party represents and warrants that (a) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement, (b) this Agreement is valid, binding and enforceable against it in accordance with its terms, and (c) it will fulfil its obligations under this Agreement in accordance with all applicable laws.

**14. Disclaimer.** EXCEPT AS SET FORTH IN SECTION 11, BETTERUP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COACHING DOES NOT CONSTITUTE MEDICAL ADVICE OR THERAPY. BETTERUP WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF BETTERUP.

**15. Limitation of Liability.** EXCEPT FOR COMPANY'S BREACH OF THE RESTRICTIONS IN SECTION 5 OR OTHER MISAPPROPRIATION OF BETTERUP'S INTELLECTUAL PROPERTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL (A) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY EXCEED THE AMOUNT ACTUALLY PAID BY COMPANY TO BETTERUP UNDER THIS

AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE EVENT OCCURRED GIVING RISE TO THE CLAIM.

## **16. General Provisions.**

**16.1 Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. The state or federal court in San Francisco County, California will be the jurisdiction in which any suits should be filed if they relate to this Agreement.

**16.2 Ownership.** As between the Parties and subject to the grants expressly set forth in this Agreement, BetterUp owns all right, title and interest in and to the BetterUp Services and anonymous/aggregate data, feedback and any and all patent rights, copyrights, trademark rights, trade secret rights and other intellectual property rights embodied in or related to the foregoing.

**16.3 Subcontractors.** BetterUp may use the services of Third-Party coaches and other subcontractors and permit them to provide the BetterUp Services.

**16.4 Third-Party Tools.** Company acknowledges and agrees that Users may choose to utilize certain third-party videoconferencing, communications tools and other services used by Users in connection with BetterUp Services, e.g., Skype or FaceTime (“**Third-Party Tools**”). While user data provided to BetterUp through Third-Party Tools remains subject to the BetterUp User Terms, use of Third-Party Tools themselves is subject to the terms and conditions of the Third-Party Tool providers. BetterUp is not responsible for the operation of or any changes to the Third-Party Tools or the acts or omissions of Third-Party Tool providers.

**16.5 Assignment.** Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated, by operation of law or otherwise, without the prior written consent of the non-assigning Party, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Notwithstanding the above, either Party may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement without the consent of the non-assigning party to an affiliate, as part of a change of control, or to a successor in interest to all or substantially all of its business or assets. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors and permitted assigns.

**16.6 Notices.** Notices will be deemed given as of the day they are received by email, messenger, delivery service, or U.S. mail (postage prepaid, certified or registered, return receipt requested), and addressed as set forth below, or to such other address as the Party to receive the notice so designates by notice.

**16.7 Waiver and Severability.** A Party’s delay or failure to exercise a right or remedy will not result in a waiver of that right or remedy. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable under the governing law, the remaining provisions will remain in full force and effect, and will be construed so as to most nearly reflect the Parties’ intent with respect to such provision.

**16.8 Miscellaneous.** This Agreement, including all Orders, constitutes the entire agreement between the Parties and supersedes all previous or contemporaneous agreements between the Parties, relating to its subject matter, and any change to its terms must be in writing and signed by the Parties. Except as otherwise expressly provided to the contrary in this Agreement, this Agreement may only be changed or modified by a mutually executed amendment signed by both Parties. The Parties may execute this Agreement in counterparts, including facsimile, PDF and other electronic copies, which taken together will constitute one instrument.

*End of Exhibit B*

## Exhibit B to BetterUp Enterprise Agreement

### Uptime SLA

BetterUp shall use all reasonable commercial efforts, being no less than accepted industry standards, to ensure that BetterUp Services are available to Customer and Users 99% of the time in any calendar month (the "**BetterUp Uptime SLA**").

**Definitions.** The following definitions shall apply to the BetterUp Uptime SLA.

- "**Downtime**" means the period of time in which BetterUp Services are not accessible by Users.
- "**Emergency Downtime**" means those times where BetterUp becomes aware of a vulnerability which, based on a risk assessment of the vulnerability, BetterUp deems to require immediate remediation and, as a result, BetterUp Services are made temporarily unavailable in order for BetterUp to address the vulnerability. Emergency Downtime is not considered Downtime for purposes of this BetterUp Uptime SLA, and will not be counted towards any Downtime periods.
- "**Monthly Uptime Percentage**" means the total number of minutes in the calendar month minus the number of minutes of Downtime suffered from all Downtime periods in the calendar month, divided by the total number of minutes in the calendar month.
- "**Scheduled Downtime**" means those times where BetterUp notifies Company or Users of periods of Downtime prior to the commencement of such Downtime. There will be no more than twelve (12) hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this BetterUp Uptime SLA and will not be counted towards any Downtime periods.
- "**Services**" means the services provided to Company or Users via the BetterUp website located at <https://www.betterup.co/>.

**Right to terminate:** In the event the Monthly Uptime Percentage is less than 99% three (3) times in a five (5) month period, Company will have a right to terminate the BetterUp Service order form, with a pro-rated refund of fees paid.

**Uptime SLA Exclusions.** The Uptime SLA does not apply to any performance issues: (i) caused by factors outside of BetterUp's reasonable control; (ii) that resulted from any actions or inactions of Company or any third parties; (iii) that resulted from Company's or User's equipment and/or third party equipment (not within the primary control of BetterUp), (iv) Emergency Downtime; or (v) Scheduled Downtime. This BetterUp Uptime SLA states Company's sole and exclusive remedy for any failure by BetterUp to provide the Services as a result of Downtime.

## Exhibit C to BetterUp Enterprise Agreement

### Support

BetterUp will provide e-mail support twenty-four (24) hours a day, five (5) days a week for assistance in identifying and resolving Errors in accordance with the Severity Levels and Response Times set forth in this Exhibit C. BetterUp will be available to answer questions related to the operational use of the BetterUp Platform. Weekend support is available for Severity 1 issues.

#### 1. Definitions

For purposes of this Exhibit C, the following definitions apply:

- a. "Error" means a defect in the BetterUp Platform that prevents the BetterUp Platform from performing according to Agreement and the applicable Order. Errors include operation and functionality defects, security defects, viruses and bugs.
- b. "Initial Response" means a written or electronic response from BetterUp to Company regarding a reported or discovered Error acknowledging receipt.
- c. "Temporary Resolution" means a temporary fix or patch that BetterUp has implemented and incorporated into the BetterUp Platform to restore the BetterUp Platform functionality in accordance until the Final Resolution is available.
- d. "Final Resolution" means a permanent fix that BetterUp has implemented and incorporated into BetterUp Platform to restore BetterUp Platform functionality.

#### 2. General Support. BetterUp will provide support as set forth below:

BetterUp will provide all necessary resources to support troubleshooting and implementation of the BetterUp Platform.

#### 3. Severity Levels

When BetterUp initially detects an Error with the BetterUp Platform, or when Company reports to BetterUp an Error with the BetterUp Platform, the Error will be promptly classified by BetterUp in accordance with the following severity incident guidelines.

Severity Incident Level	Definition
<b>Severity 1</b>	A critical problem with the BetterUp Platform in which any of the following occur: the BetterUp Platform is down, inoperable, inaccessible or unavailable or the BetterUp Platform otherwise materially cease operation.
<b>Severity 2</b>	A problem with the BetterUp Platform in which any of the following occur: <ul style="list-style-type: none"> <li>○ the BetterUp Platform is severely limited or degraded, major functions are not performing properly; or</li> <li>○ The BetterUp Platform has been interrupted but recovered, and in BetterUp's opinion there is high risk of reoccurrence;</li> </ul>



#### 4. Incident Response Service Level

BetterUp will respond to Company and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

<b>Severity Level:</b>	<b>BetterUp's Initial Response will be provided within:</b>	<b>BetterUp's Temporary Resolution will be provided within:</b>	<b>BetterUp's Final Resolution will be provided within:</b>
1	Two (2) hour from receipt of initial notice from Company, or other discovery, of the Error	Eight (8) hours from receipt of initial notice from Company, or other discovery, of the Error	Seven (7) days from receipt of initial notice from Company, or other discovery, of the Error
2	Six (6) hours from receipt of initial notice from Company, or other discovery, of the Error	Forty-eight (48) hours from receipt of initial notice from Company, or other discovery, of the Error	Fourteen (14) days from receipt of initial notice from Company, or other discovery, of the Error

**AMENDMENT #1 TO AGREEMENT NO. A-15433 BY AND BETWEEN  
COUNTY OF MONTEREY AND BETTERUP, INC.**

**THIS AMENDMENT** is made to the AGREEMENT for annual subscriptions for coaching services by and between **BETTERUP, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term and to increase the total amount of the AGREEMENT.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 1.0 - “GENERAL DESCRIPTION” shall be amended by removing**, “The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and B in conformity with the terms of this Agreement.” **and replacing it with**, “The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and B and any subsequent executed Order Forms in conformity with the terms of this Agreement.”
2. **Section 2.0 - “PAYMENT PROVISIONS” shall be amended by removing**, “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. Fourteen Department Heads have committed to purchase a total of 36 subscriptions for a total of \$216,000. Departments will have the option to purchase up to 14 additional one-year subscriptions at a cost of \$6,000 per subscription, not to exceed a maximum total of \$300,000 over the thirteen-month contract term.” **and replacing it with**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$720,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.”
3. **Section 3.0 – “TERM OF AGREEMENT,” paragraph 3.01 shall be amended by removing**, “The term of this Agreement is from August 1, 2021 to August 31, 2022, unless sooner terminated pursuant to Exhibit B.” **and replacing it with**, “The term of this Agreement is from August 1, 2021 to August 31, 2023, unless sooner terminated pursuant to Exhibit B.”
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 16, 2021.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY  
DocuSigned by:  
Debra R. Wilson  
79744937AAD941E  
Contracts/Purchasing Officer

Dated: 7/22/2022 | 2:34 PM PDT

Approved as to Fiscal Provisions:  
DocuSigned by:  
Gary Giboney  
D3814BFAG1E849  
Deputy Auditor/Controller

Dated: 7/22/2022 | 2:21 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:  
DocuSigned by:  
Janet L. Holmes  
88AE07BD0FF14A7  
Deputy County Counsel

Dated: 7/22/2022 | 2:18 PM PDT

CONTRACTOR  
DocuSigned by:  
By: Elmi Persel  
79C87F12AAA2443...

Elmi Persel VP, Controller  
Printed Name and Title

Dated: 7/22/2022 | 9:57 AM PDT

DocuSigned by:  
By: Vinh Le  
04A116AFFD91453...

Vinh Le CFO  
Printed Name and Title

Dated: 7/22/2022 | 1:17 PM PDT

APPROVED  
By BetterUp Legal - RT at 2:19 pm, Jul 11, 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. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**AMENDMENT #2 TO AGREEMENT NO. A-15433 BY AND BETWEEN  
COUNTY OF MONTEREY AND BETTERUP, INC.**

**THIS AMENDMENT** is made to the AGREEMENT for annual subscriptions for coaching services by and between **BETTERUP, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term and to increase the total amount of the AGREEMENT.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.0 - “PAYMENT PROVISIONS” shall be amended by removing**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$720,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.” **and replacing it with**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$990,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.”
2. **Section 3.0 – “TERM OF AGREEMENT,” paragraph 3.01 shall be amended by removing**, “The term of this Agreement is from August 1, 2021 to August 31, 2023, unless sooner terminated pursuant to Exhibit B.” **and replacing it with**, “The term of this Agreement is from August 1, 2021 to August 31, 2024, unless sooner terminated pursuant to Exhibit B.”
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 16, 2021.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:  
*Debra R. Wilson*  
7B741987A60D41B  
Contracts/Purchasing Officer

Dated: 7/21/2023 | 9:34 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:  
*Jennifer Forsyth*  
4E7E657876451A5F  
Deputy Auditor/Controller

Dated: 7/20/2023 | 4:51 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:  
*Janet L. Holmes*  
C1FB823B2F584BB  
Deputy County Counsel

Dated: 7/20/2023 | 4:29 PM PDT

CONTRACTOR

DocuSigned by:  
*[Signature]*  
By: \_\_\_\_\_  
Signature of Chair, President, or Vice-President

Meredith Speece Head of Legal & Privacy  
Printed Name and Title

Dated: 7/20/2023 | 4:08 PM PDT

DocuSigned by:  
*Vinh Le*  
By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Vinh Le CFO  
Printed Name and Title

Dated: 7/20/2023 | 4:26 PM PDT



\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**AMENDMENT #3 TO AGREEMENT NO. A-15433 BY AND BETWEEN  
COUNTY OF MONTEREY AND BETTERUP, INC.**

**THIS AMENDMENT** is made to the AGREEMENT for annual subscriptions for coaching services by and between **BETTERUP, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term and to increase the total amount of the AGREEMENT.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.0 - “PAYMENT PROVISIONS” shall be amended by removing**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$990,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.” **and replacing it with**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$1,200,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.”
2. **Section 3.0 – “TERM OF AGREEMENT,” paragraph 3.01 shall be amended by removing**, “The term of this Agreement is from August 1, 2021 to August 31, 2024, unless sooner terminated pursuant to Exhibit B.” **and replacing it with**, “The term of this Agreement is from August 1, 2021 to August 31, 2025, unless sooner terminated pursuant to Exhibit B.”
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 16, 2021.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:  
Debra Wilson  
Contracts/Purchasing Officer

Dated: 7/25/2024 | 8:55 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:  
Jennifer Forsyth  
Deputy Auditor/Controller

Dated: 7/25/2024 | 8:43 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:  
Janet Holmes  
Deputy County Counsel

Dated: 7/24/2024 | 9:20 AM PDT

CONTRACTOR

DocuSigned by:  
By: [Signature]  
Signature of Chair, President, or Vice-President

Rob Smith GM Government  
Printed Name and Title

Dated: 7/23/2024 | 2:59 PM PDT

DocuSigned by:  
By: Vinh Le  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Vinh Le CFO  
Printed Name and Title

Dated: 7/24/2024 | 8:49 AM PDT



\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**AMENDMENT #4 TO AGREEMENT NO. A-15433 BY AND BETWEEN  
COUNTY OF MONTEREY AND BETTERUP, INC.**

**THIS AMENDMENT** is made to the AGREEMENT for annual subscriptions for coaching services by and between **BETTERUP, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term and to increase the total amount of the AGREEMENT.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.0 - “PAYMENT PROVISIONS” shall be amended by removing**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$1,200,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.” **and replacing it with**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$1,410,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.”
2. **Section 3.0 – “TERM OF AGREEMENT,” paragraph 3.01 shall be amended by removing**, “The term of this Agreement is from August 1, 2021 to August 31, 2025, unless sooner terminated pursuant to Exhibit B.” **and replacing it with**, “The term of this Agreement is from August 1, 2021 to August 31, 2026, unless sooner terminated pursuant to Exhibit B.”
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 16, 2021.



**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Deputy Auditor/Controller

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

*Approved as to Liability Provisions:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_



*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



# County of Monterey

**Item No.22**

## Board Report

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

**Legistar File Number: RES 25-127**

**August 12, 2025**

**Introduced:** 7/31/2025

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to correct the salary ranges of the Child Support Officer I, II & III, Supervising Child Support Officer, and Child Support Performance Specialist effective the date of the base wage adjustment on July 12, 2025, to reflect the correct increase as a result of the appeal process, as indicated in Attachment A; and
- b. Direct the Human Resources Department and the Auditor Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) System.

### RECOMMENDATION:

It is recommended that the Board of Supervisors consider adopting a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to correct the salary ranges of the Child Support Officer I, II & III, Supervising Child Support Officer, and Child Support Performance Specialist effective the date of the base wage adjustment on July 12, 2025, to reflect the correct increase as a result of the appeal process, as indicated in Attachment A; and
- b. Direct the Human Resources Department and the Auditor Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) System.

### SUMMARY/DISCUSSION:

The Human Resources Department contracted with independent consulting firms Management Strategies Group, a consulting division of Sloan Sakai Yeung & Wong LLP and Regional Government Services (RGS) to conduct multiple base wage studies in addition to conducting several studies internally. As a result, several classifications/series were found to be below the market of the County's comparable agencies. Effective Fiscal Year 2024-25, the Human Resources Department, in partnership with the County Administrative Office, implemented a new process for aligning the implementation of completed base wage compensation studies with the County's budget adoption process.

On July 8, 2025, the Board of Supervisors approved the base wage compensation recommendations for the classifications/series the Human Resources Department received appeals for. Through the implementation process, staff was made aware the salary adopted for the Child Support Officer Series and Child Support Performance Specialist classification did not reflect the correct increase as a result of the appeal process. Therefore, the Human Resources Department recommends adopting a resolution to amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to correct the base wage salary ranges effective the date of the base wage adjustment on July 12, 2025, as indicated in

Attachment A.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office concurs with the recommendations.

FINANCING:

The salary and benefits increased costs for Fiscal Year 2025-26 were included in the FY 2025-2026 Adopted 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
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Kim Moore, Assistant Director of Human Resources

Approved by: Andreas Pyper, Director of Human Resources

Attachments:

- Attachment A
- Resolution



# County of Monterey

Item No.22

## Board Report

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

Legistar File Number: RES 25-127

August 12, 2025

**Introduced:** 7/31/2025

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to correct the salary ranges of the Child Support Officer I, II & III, Supervising Child Support Officer, and Child Support Performance Specialist effective the date of the base wage adjustment on July 12, 2025, to reflect the correct increase as a result of the appeal process, as indicated in Attachment A; and
- b. Direct the Human Resources Department and the Auditor Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) System.

RECOMMENDATION:

It is recommended that the Board of Supervisors consider adopting a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to correct the salary ranges of the Child Support Officer I, II & III, Supervising Child Support Officer, and Child Support Performance Specialist effective the date of the base wage adjustment on July 12, 2025, to reflect the correct increase as a result of the appeal process, as indicated in Attachment A; and
- b. Direct the Human Resources Department and the Auditor Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) System.

SUMMARY/DISCUSSION:

The Human Resources Department contracted with independent consulting firms Management Strategies Group, a consulting division of Sloan Sakai Yeung & Wong LLP and Regional Government Services (RGS) to conduct multiple base wage studies in addition to conducting several studies internally. As a result, several classifications/series were found to be below the market of the County's comparable agencies. Effective Fiscal Year 2024-25, the Human Resources Department, in partnership with the County Administrative Office, implemented a new process for aligning the implementation of completed base wage compensation studies with the County's budget adoption process.

On July 8, 2025, the Board of Supervisors approved the base wage compensation recommendations for the classifications/series the Human Resources Department received appeals for. Through the implementation process, staff was made aware the salary adopted for the Child Support Officer Series and Child Support Performance Specialist classification did not reflect the correct increase as a result of the appeal process. Therefore, the Human Resources Department recommends adopting a resolution to amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to correct the base wage salary ranges effective the date of the base wage adjustment on July 12, 2025, as indicated in

Attachment A.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office concurs with the recommendations.

FINANCING:

The salary and benefits increased costs for Fiscal Year 2025-26 were included in the FY 2025-2026 Adopted 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
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Kim Moore, Assistant Director of Human Resources

Approved by: Andreas Pyper, Director of Human Resources

Attachments:

- Attachment A
- Resolution

<b>Class Code</b>	<b>Classification Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Base wage increases effective July 12, 2025</b>								
25C20	CHILD SUPPORT OFFICER I	\$ 22.924	\$ 24.185	\$ 25.515	\$ 26.919	\$ 28.399	\$ 29.819	\$ 31.310
25C23	CHILD SUPPORT OFFICER II	\$ 27.866	\$ 29.398	\$ 31.015	\$ 32.721	\$ 34.520	\$ 36.246	\$ 38.059
25C24	CHILD SUPPORT OFFICER III	\$ 30.105	\$ 31.761	\$ 33.508	\$ 35.351	\$ 37.295	\$ 39.159	\$ 41.117
25C81	SUPERVISING CHILD SUPPORT OFFICER	\$ 33.512	\$ 35.355	\$ 37.300	\$ 39.351	\$ 41.516	\$ 43.591	\$ 45.771
25C82	CHILD SUPPORT PERFORMANCE SPECIALIST	\$ 33.512	\$ 35.355	\$ 37.300	\$ 39.351	\$ 41.516	\$ 43.591	\$ 45.771

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

- Resolution No.: PPPR Control No. 25-012 )  
HRM Control No. 25-013 )
- Adopts a Resolution to: )
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to correct the salary ranges of the Child Support Officer I, II & III, Supervising Child Support Officer, and Child Support Performance Specialist effective the date of the base wage adjustment on July 12, 2025, to reflect the correct increase as a result of the appeal process, as indicated in Attachment A; and )
  - b. Direct the Human Resources Department and the Auditor Controller’s Office to implement the changes in the Advantage Human Resources Management (HRM) System. )

**WHEREAS**, the Human Resources Department contracted with independent consulting firms Management Strategies Group, a consulting division of Sloan Sakai Yeung & Wong LLP and Regional Government Services (RGS) to conduct multiple base wage studies in addition to conducting several studies internally; and

**WHEREAS**, the results of the base wage studies determined that multiple classifications/series were below the market of the County’s comparable agencies; and

**WHEREAS**, the Human Resources Department received several appeals from labor groups regarding the results of the base wage compensation recommendations; and

**WHEREAS**, on July 8, 2025, the Board of Supervisors approved the base wage compensation recommendations for the classifications/series the Human Resources Department received appeals for; and

**WHEREAS**, through the implementation process, staff were made aware the salary adopted for the Child Support Officer Series and Child Support Performance Specialist classification did not reflect the correct increase as a result of the appeal process; and

**WHEREAS**, the Human Resources Department recommended to correct the base wage salary ranges for these classifications effective the date of the base wage adjustment on July 12, 2025, as indicated in Attachment A; and

**WHEREAS**, to implement the recommendations, the actions require the Personnel Policies and Practices Resolution No. 98-394 Appendix A and B to be amended;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors in and for the County of Monterey, that Appendix A and B of the Personnel Policies and Practices Resolution (PPPR) No. 98-394 are amended to correct the salary ranges of the Child Support Officer I, II & III, Supervising Child Support Officer and Child Support Performance Specialist effective the date of the base wage adjustment on July 12, 2025, as follows:

CLASS CODE	CLASSIFICATION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
25C20	CHILD SUPPORT OFFICER I	\$22.924	\$24.185	\$25.515	\$26.919	\$28.399	\$29.819	\$31.310
25C23	CHILD SUPPORT OFFICER II	\$27.866	\$29.398	\$31.015	\$32.721	\$34.520	\$36.246	\$38.059
25C24	CHILD SUPPORT OFFICER III	\$30.105	\$31.761	\$33.508	\$35.351	\$37.295	\$39.159	\$41.117
25C81	SUPERVISING CHILD SUPPORT OFFICER	\$33.512	\$35.355	\$37.300	\$39.351	\$41.516	\$43.591	\$45.771
25C82	CHILD SUPPORT PERFORMANCE SPECIALIST	\$33.512	\$35.355	\$37.300	\$39.351	\$41.516	\$43.591	\$45.771

**BE IT FURTHER RESOLVED**, that the Board of Supervisors in and for the County of Monterey hereby directs the Human Resources Department and Auditor Controller’s Office to implement the changes in the Advantage Human Resources Management (HRM) System.

PASSED AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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

Dated:

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

By \_\_\_\_\_  
, Deputy





# County of Monterey

**Item No.23**

## Board Report

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

**Legistar File Number: MIN 25-053**

**August 12, 2025**

**Introduced:** 8/7/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Minutes

Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, August 5, 2025.



# County of Monterey

**Item No.**

## Board Report

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

**Legistar File Number: MIN 25-053**

**August 12, 2025**

**Introduced:** 8/7/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Minutes

Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, August 5, 2025.

# **County of Monterey**

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



## **Meeting Minutes - Draft**

**Tuesday, August 5, 2025**

**9:00 AM**

### **Board of Supervisors**

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

**9:00 A.M. - Called to Order**

The meeting was called to order by Vice Chair Supervisor Wendy Root Askew as Chair. Supervisor Chris Lopez had not yet arrived.

**Roll Called**

Present: 5 - Supervisor Kate Daniels, Supervisor Luis A. Alejo, Supervisor Wendy Root Askew, Supervisor Chris Lopez and Supervisor Glenn Church were present

**Staff Present**

Sonia De La Rosa, County Administrative Officer, Kelly Donlon, Assistant Chief County Counsel and Valerie Ralph, Clerk of the Board were present.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for closed session.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
    - (1) Designated representatives: Andreas Pyper, Kim Moore and Ariana HurtadoEmployee Organization(s): All Units
  - b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) John Burdick (Worker's Compensation Appeals Board No. ADJ12302613, ADJ12302614, ADJ12302091)
    - (2) Jane Doe v. County of Monterey, et al. (Monterey County Superior Court case no. 25CV002797)
    - (3) Debra Wilson v. County of Monterey, et al. (Monterey County Superior Court case no. 25CV003444)
  - c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.
  - d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.
    - (1) Erika Alejo, Sean Bergman, Katya Birken, Laurie Eileen Bronnar, Richard Buckingham, Lawrence Cline, Victor Contrato, Sheryl Davidson, Minelly Garcia, Bruce Greenstein, Share Greenstein, Bonnie Grey, Maribel Gutierrez, Melanie Hunt, Jorge Luis Garcia Montejano, Mary Lou Nakatani, Senorina Perez, Ignacio Ramos, a minor through Erika Alejo, Alejandro Rivera, Amos Strauss, Steve Triano, Santiago Valencia, and Richard Williams.

e. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Public Defender.

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

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

### **Public Comments for Closed Session**

Open for public comments; no comments made.

### **The Board Recessed for Closed Session Agenda Items**

### **10:30 A.M. - Reconvened on Public Agenda Items**

### **Roll Called**

Present: 5 - Supervisor Kate Daniels, Supervisor Luis A. Alejo, Supervisor Wendy Root Askew, Supervisor Chris Lopez and Supervisor Glenn Church were present

### **Staff Present**

Sonia De La Rosa, County Administrative Officer, Kelly Donlon, Assistant Chief County Counsel and Valerie Ralph, Clerk of the Board were present.

### **Announcement of Interpreter**

Kennia Cobos, Spanish Interpreter present and announced Spanish interpreter services.

### **Pledge of Allegiance**

The pledge of allegiance was led by Kelly Donlon, Chief Assistant County Counsel.

### **Additions and Corrections by Clerk**

Due to the need for immediate consideration by the Board of matters which arose after the posting of today's agenda, as provided in Section 54954.2 of the California Government Code the Board is asked to make the following addition and correction:

Under Consent Calendar - Public Works, Facilities and Parks:

Item No. 43 was pulled/removed from the Consent Calendar at the Department's request.

### **Ceremonial Resolutions**

Open for public comments; no comments made.

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

Item Numbers 2 through 4.

**ALL AYES**

**Supervisor Root Askew was not present when the vote was called for.**

2. Adopt a resolution proclaiming August 9, 2025, as World Indigenous Peoples Day in the County of Monterey under the theme: Indigenous Peoples' Right to Self-Determination: A Pathway for Food Security and Sovereignty. (Supervisor Askew)

**Adopted Resolution No. 25-242**

3. Adopt a resolution recognizing Andre Mosqueda, three-time National Junior Olympic Boxing Champion, for his continued excellence and for bringing pride to the communities of South Monterey County. (Supervisor Lopez)

**Adopted Resolution No. 25-258**

4. Adopt a resolution recognizing Organización Valles Centrales on the 16th Anniversary of Guelaguetza Salinas 2025.

**Adopted Resolution No. 25-257**

**Supervisor Wendy Root Askew returned to the meeting at 10:41 a.m.**

**Appointments**

Open for public comments; no comments made.

**A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Kate Daniels to appoint/reappoint Item Number 5 through 7.**

**ALL AYES**

5. Correct the term expiration date for Salvador Munoz to the Workforce Development Board from July 8, 2026 to July 8, 2028. (Nominated by Workforce Development Board)

**Corrected**

6. Reappoint Winifred Chambliss to the Community Action Commission representing District 4 with a term end date of June 30, 2028 (District Specific - District 4, Supervisor Askew)

**Reappointed**

7. Appoint Cecil Jones to the Carmel Valley Road Committee representing District 5 as a Mouth of the Valley Primary Representative with a term end date of June 30, 2028 (District Specific - District 5, Supervisor Daniels)

**Appointed**

**Approval of Consent Calendar – (See Supplemental Sheet)**

**8.** See Supplemental Sheet

Open for public comments; no comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to approve Consent Calendar Item Numbers 14 through 44 excluding Item No. 36 as Supervisor Wendy Root Askew requested to trail this item to the afternoon session and Item No. 43 which was removed via Additions and Corrections at the department's request.

**ALL AYES**

Item No. 36 - Trailed from the AM Session to the PM Session and called at 1:43 p.m.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Chris Lopez to approve Consent Calendar Item Numbers 36.

**ALL AYES**

**General Public Comments**

**9.** General Public Comments

Open for general public comments for items not on the agenda today; Nina (no last name provided), Kayla Gomez, Kennia Admio with the assistance of the Spanish Interpreter Kennia Cobo, Ms. Mendoza Pena, Nina Beety, Michelle Clary, Joe (no last name provided), woman (name inaudible) with the assistance of the Spanish Interpreter Kennia Cobos and Silvada Cruz commented.

**12:00 P.M. - Recessed to lunch back into Closed Session at 11:27 a.m.**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 5 - Supervisor Kate Daniels, Supervisor Luis A. Alejo, Supervisor Wendy Root Askew, Supervisor Chris Lopez and Supervisor Glenn Church were present

**Staff Present**

Sonia De La Rosa, County Administrative Officer, Kelly Donlon, Assistant Chief County Counsel and Valerie Ralph, Clerk of the Board were present.

**Announcement of Interpreter**

Kennia Cobos, Spanish Interpreter present and announced Spanish interpreter services.

**Scheduled Matters**

**10.** a. Consider adopting a resolution amending Article IX - Land Use of the Monterey County Fee

Resolution to add two new “Each” fees for Vacation Rental Operation License renewals, which will be established at \$135 for a no change renewal and \$357.50 for a change renewal; and  
b. Provide direction to staff.

**Project Title:** REF 100042 & REF 130043 - Vacation Rental Ordinances

**Proposed Location:** Countywide

**Proposed California Environmental Quality Act (CEQA) action:** Find the establishment of a license fee statutorily exempt from CEQA pursuant to Section 15273 of the CEQA Guidelines.

**Melanie Beretti, Chief of Planning from the Housing and Community Development Department presented via PowerPoint presentation.**

Open for comments; no comments made.

A motion was made by Supervisor Glenn Church, seconded by Supervisor Wendy Root Askew, with Supervisor Chris Lopez, voting no, to Adopt a Resolution to:

- a. Amend Article IX - Land Use of the Monterey County Fee Resolution to add two new “Each” fees for Vacation Rental Operation License renewals, which will be established at \$135 for a no change renewal and \$357.50 for a change renewal; and
- b. Provide direction to staff.

Motion passed 4-0

Supervisor Chris Lopez voted NAY

### Other Board Matters

#### Referral Matrix and New Referrals

#### 11. Referral Matrix and New Referrals

Sonia De La Rosa, County Administrative Officer shared there were two (2) new referrals this week:

**Date:** 7/29/2025

**Submitted By:** Luis Alejo

**District #:** 1

**Referral Title:** The Alisal Arch of East Salinas

**Referral Purpose:** The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project.

**Brief Referral Description:** The construction of an iconic Alisal Arch will serve as a lasting

**Date:** 7/29/2025

**Submitted By:** Luis Alejo

**District #:** 1

**Referral Title:** Mitigation Monitoring for the Salinas Regional Soccer Complex

**Referral Purpose:** The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project.

**Brief Referral Description:** The Salinas Regional Soccer

#### County Administrative Officer Comments



12. County Administrative Officer Comments

Sonia De La Rosa, County Administrative Officer's comments can be heard by clicking this link:

[https://monterey.granicus.com/player/clip/5823?meta\\_id=921386](https://monterey.granicus.com/player/clip/5823?meta_id=921386)

**Board Comments**

13. Board Comments

Board comments can be heard by clicking the following link:

[https://monterey.granicus.com/player/clip/5823?meta\\_id=921389](https://monterey.granicus.com/player/clip/5823?meta_id=921389)

**Read Out from Closed Session by County Counsel**

There was no reportable action for closed session.

**Adjourned In Memory of Steven Eugene Clatterback, James Vincent and Jamie Lee Tabscott (REVISED VIA SUPPLEMENTAL)**

The meeting was adjourned at 2:08 p.m. in Memory of Steven Eugene Clatterback, James Vincent and Jamie Lee Tabscott by Chair Supervisor Chris Lopez.

APPROVED:

\_\_\_\_\_/s/ Chris Lopez\_\_\_\_\_  
CHRIS LOPEZ, CHAIR

ATTEST:

BY: \_\_\_\_/s/ Valerie Ralph\_\_\_\_\_

VALERIE RALPH

CLERK OF THE BOARD

APPROVED ON: , 2025

**Supplemental Sheet, Consent Calendar****Natividad Medical Center**

14. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 3 to the Addendum with The Gordian Group to the Sourcewell Contract 050421 for administrative services of the Job Order Contracting (JOC) program extending the agreement an additional one year period (June 8, 2025 through June 7, 2026) for a revised agreement term of September 16, 2021 through June 7, 2026 and adding \$125,000 for a revised total spending limit not to exceed \$725,000.

**Approved**

15. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 2 with Propio LS, LLC for over the phone, video remote interpreter and language assessment services at NMC, extending the agreement an additional one (1) year period (July 1, 2026 through June 30, 2027) for a revised full agreement term of January 1, 2024, through June 30, 2027, and adding \$220,000 for a revised total agreement amount not to exceed \$350,000.

**Approved**

16. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 6 to the Agreement (A-16146) with Locumtenens.com, LLC for recruitment and assignment of physician services, extending the Agreement through December 31, 2025, for a revised full Agreement term of August 26, 2022 through December 31, 2025, and adding \$1,400,000 for a revised total agreement amount not-to-exceed \$10,400,000.

**Approved**

17. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 5 to the Agreement with Huffmaster Crisis Response, Inc., for nurse and allied professional staffing services in the event of an emergent staffing crisis at NMC, to add staffing professions to the scope of services, with no change to the total agreement amount not to exceed \$9,901,988 until the conclusion of the staffing need.

**Approved**

18. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 2 to the Agreement (A-15549) with Vigilant Neuromonitoring LLC for intraoperative neurophysiological monitoring services, with no changes to the agreement term of October 1, 2021 through September 30, 2026, and adding \$200,000 for a revised total agreement amount not to exceed \$400,000.

**Approved**

19. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to

execute an agreement with Executive Consulting Group, LLC, dba ECG Management Consultants, a Delaware LLC for Cardiovascular service line strategy coding and billing review services at NMC for an amount not to exceed \$115,000 with an agreement term retroactive from May 1, 2025 through April 30, 2026.

b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard payment conditions, termination, insurance, royalties and inventions, miscellaneous provisions and limitations on liability provisions within the agreement.

**Approved**

### **Health Department**

- 20.** a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the County of Monterey Standard Agreement with Applied Crisis Training and Consulting, Inc. for the provisions of suicide prevention and training services, for a total Agreement amount not to exceed \$264,475 for the term of July 2, 2024 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments to the agreement that do not exceed 10% (\$26,448) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over \$290,923.

**Approved**

- 21.** a. Approve and authorize the Director of Health Services or designee to execute an Agreement with the County of Santa Cruz, for the provision of administrative and fiscal intermediary services by Santa Cruz County as Host Entity for the County-Based Medi-Cal Administrative Activities ("CMAA") and/or Targeted Case Management ("TCM") programs, for the period retroactive from July 1, 2025 through June 30, 2028, for the payment to Host Entity of a one-time fee of \$500 for membership in the CMAA and TCM Local Government Agency ("LGA") Consortium, and annual compensation to the Host Entity in an amount to be determined based on the approved Consortium annual budget; and
- b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future Amendments to this Agreement that do not significantly change the scope of work.

**Approved**

- 22.** a. Approve and authorize the Director of Health Services or designee to accept a maximum capital grant award amount of \$3,924,669 ("Grant") from The Central California Alliance for Health ("Alliance") in partial support of the design, engineering, site development, and construction of the County of Monterey Medical Recuperative Care Center (MRCC), to be located at 855 E. Laurel Drive, Salinas, California 93905; and
- b. Approve and authorize the Director of Health Services or designee to execute an Agreement ("Funding Agreement") in the amount of \$3,924,669 with the Alliance for partial support of the design, engineering, site development, and construction of the MRCC, for the term effective upon execution and expiring 39 months thereafter; and
- c. Approve the recommendation of the Director of Health Services to accept all non-standard provisions in Agreement.

**Approved**

- 23.** a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Agreement (A-15985) with BSK Associates and the County of Monterey for Environmental Laboratory testing and analysis and extend the term for an additional three years, for a new term of September 1, 2022 through August 31, 2028; and increasing the funds by \$600,000 for a total aggregated amount not to exceed \$1,200,000; and
- b. Approve and authorize the Director of Health Services or designee to sign up to three (3) future amendments where the combined amendments do not exceed 10% (\$120,000) of the original amount and do not significantly change the scope, total not to exceed a maximum of \$1,320,000.

**Approved**

- 24.** a. Approve and authorize the execution of a Memorandum of Understanding (MOU) between the County of Monterey and the Monterey Regional Waste Management District, dba ReGen Monterey ("MRWMD"), for a total of \$40,691 to procure recovered organic waste products on behalf of the County to meet organic waste procurement targets as required by California's Short-Lived Climate Pollutants Reduction Law; and
- b. Approve the retroactive application of the MOU to November 1, 2024, to ensure the County meets 65% of the 2024 procurement target and 100% of the required targets in 2025 and 2026, pursuant to California Code of Regulations, Title 14, Sections 18993.1 through 18993.4.; and
- c. Approve and authorize the Director of Health Services or designee to sign the MOU.

**Approved****Department of Social Services**

- 25.** Approve the proposed amendments to the Bylaws of the Area Agency on Aging Advisory Council.

**Approved**

- 26.** Adopt a resolution authorizing and directing the Auditor-Controller to:  
Amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations by \$451,230 for the General Assistance (GA) Program - Fund 001, Appropriations Unit SOC001 Adopted Fiscal Year 2024-25 Budget, financed by an increase in revenues of \$451,230 in Social Services Fund 001-SOC005 to cover a shortfall in appropriations due to the increase in GA client benefit costs (4/5ths Vote).

**Adopted****Criminal Justice**

27. Approve and Authorize the Sheriff or her designee to execute Amendment #1 to the Non-Standard Agreement with Miller Mendel, Inc. for electronic Statement of Personal History background investigation system, for a term beginning September 5, 2025 through September 4, 2026 which shall auto-renew for one (1) year terms thereafter until terminated, adding \$2,963 for a revised agreement amount of \$14,994 and increase annually by no more than \$3,500.

**Approved**

**General Government**

28. a. Approve and authorize the Contracts/Purchasing Officer or designee to execute a non-standard agreement (“Agreement”) with Crowe LLP, pre-qualified pursuant to Request for Qualifications (“RFQ”) #10866, to perform financial audits, performance audits and/or advisory consulting services on an as-needed basis with a term of date of execution by the County, with County signing last, through March 31, 2028, with no initial monetary liability assigned to the Agreement.
- b. Accept non-standard risk provisions in the Agreement, as recommended by the Auditor-Controller’s Office (“ACO”).

**Approved**

29. Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, July 8, 2025.

**Approved**

30. Receive an update on the County of Monterey’s Board of Supervisors’ discretionary fund expenditures for Fiscal Year (“FY”) 2024/2025.

**Approved**

31. a. Authorize the Chief Information Officer or his designee to execute Amendment No. 2 to the non-standard Agreement with Granicus, LLC for the continued subscription to the GovAccess Plus Edition CMS Software, which provide essential support for the County website. This amendment will extend the agreement for an additional five (5) years from September 1, 2025, to August 31, 2030, and add \$99,676 for a revised agreement total of \$194,176; and
- b. Authorize the non-standard terms and conditions based on the recommendation of the Chief Information Officer; and
- c. Authorize the Chief Information Officer or his designee, to execute order forms and such documents as are necessary to implement the Amendment No. 2 with Granicus, LLC; and
- d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through August 31, 2032, and sign associated Order Forms, provided that the total additional costs do not exceed 10% of the prior year’s cost, with a maximum total increase of \$43,858 for a total agreement not to exceed amount of \$238,034, and as long as the Order Forms do not significantly alter the terms of the Master Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

**Approved**

- 32.** Adopt a Resolution:
- a. Approving a request from the Resource Conservation District of Monterey County (“District”) for a dry period loan (“Dry Period Loan”) of \$800,000 for the Fiscal Year ending June 30, 2026, for meeting the District’s obligations incurred for maintenance purposes; and
  - b. Approving and authorizing execution by the County Auditor-Controller of a Temporary Transfer of Funds Agreement with the District, setting forth the terms and conditions of repayment of the dry period loan in the amount of \$800,000 for the Fiscal Year ending June 30, 2026; and
  - c. Authorizing the County Auditor-Controller and County Treasurer-Tax Collector to implement the temporary transfer of funds to the District in the amount of \$800,000 for the Fiscal Year ending June 30, 2026.

**Adopted**

- 33.** Approve and authorize the Library Director or their designee to execute a one-year agreement with First Alarm, with a retroactive term of July 1, 2025, through June 30, 2026, to provide alarm monitoring services for the San Ardo Library, San Lucas Library, Greenfield Library, Marina Library, and King City Library in a not-to-exceed amount of \$15,000

**Approved**

- 34.** Approve a request from the Monterey County Regional Fire District for dry period loan of \$8,000,000 for the Fiscal Year ending June 30, 2026

**Approved**

- 35.**
- a. Authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard agreement with North County Fire Protection District (NCFPD) to house radio equipment and a wall mounted cabinet, extending the term through July 31, 2030, at no cost to the County.
  - b. Authorize the Chief Information Office or his designee the option to extend the agreement up to two (2) additional five-year periods through July 31, 2040, as long as there is no cost and no significant changes to the agreement, subject to County Counsel review.

**Approved**

- 36.** Adopt a Resolution to:
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classification of Assistant Director of Housing and Community Development with the salary range as indicated in Attachment A;
  - b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section A.10.2 Assistant Department Heads Designated to add the Assistant Director of Housing and Community Development;

- c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to change the employee unit of the County Budget Director from Unit ZX to Unit Y as indicated in Attachment A;
- d. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

**Adopted**

- 37.** Introduce, waive first reading, and set August 5, 2025, at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y.

**Approved**

- 38.** Authorize the Executive Director of the Monterey County Workforce Development Board (MCWDB) to sign Renewal and Amendment No. 3 to the Agreement with Pat Davis Design Group, Inc., for design and production of outreach and other communication-related materials, extending the Agreement for an additional one (1) year period (retroactively, from July 1, 2025 through June 30, 2026) for a revised full Agreement term of July 1, 2022, through June 30, 2026, and adding \$45,000 for a revised total Agreement amount not to exceed \$212,948.

**Approved**

- 39.**
- a. Approve a request for a County General Fund cash flow advance for Gonzales Unified School District School Facilities Improvement District Debt Service Fund.
  - b. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget for the Auditor-Controller's Office (001-1110-AUD001-8372 Disbursements), to increase appropriations by \$1,087,814 financed by a decrease in appropriations in General Fund Contingencies (001-1050-CAO020-8034) (4/5th Vote Required).
  - c. Authorize the Auditor-Controller to execute a transfer of \$1,087,814 from General Fund 001, Appropriation Unit AUD001, to Gonzales Unified SFID No. 1, Fund 810 (4/5th Vote Required).

**Approved**

**Housing and Community Development**

- 40.**
- a. Approve and authorize Amendment No. 2 to the Joseph J. Quercio III and Staci Lee Ann Quercio individual Inclusionary Housing Agreement to allow conveyance of their inclusionary unit into a revocable trust; and
  - b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to the Inclusionary Housing Agreement.

**Approved**

41. a. Approve and authorize the Housing and Community Development (HCD) Director or their designee to execute a Funding Agreement (FA) with 101 Red Barn, LLC, for the amount of \$19,213 to fund a biological and environmental review, along with administrative costs and a contingency fee, for a term beginning upon execution through December 31, 2025;
- b. Approve and authorize the HCD Director or their designee to execute a Professional Services Agreement (PSA) with SWCA Environmental Consultants, Inc., for the amount of \$14,779 to provide biological and environmental review services related to a use permit (PLN140602), for a term beginning upon execution through December 31, 2025; and
- c. Authorize the HCD Director or their designee to execute future amendments to both Agreements where the amendments do not significantly alter the scope of work or increase the Agreements' amount by more than 10% (\$1,922 and \$1,478 respectively) for a total not to exceed amount of \$21,135 and \$16,257 respectively, subject to review by County Counsel.

**Approved**

42. Introduce, waive first reading, and set August 19, 2025 at 10:30 a.m. as the date and time to consider adoption of an ordinance to designate the Fire Hazard Severity Zones in the unincorporated areas of Monterey County as recommended by the California State Fire Marshal pursuant to Government Code section 51178.

**Approved**

#### **Public Works, Facilities and Parks**

43. a. Approve a Cost Sharing Agreement between the City of Carmel-by-the-Sea and the County of Monterey for the Pavement Rehabilitation of the portion of Ocean Avenue between just west of Cabrillo Highway, California State Route 1, also known as the Pacific Coast Highway and Carpenter Street, for a term effective the execution date of the Agreement, for a total amount of \$400,000 and
- b. Authorize the Director of Public Works, Facilities and Parks to sign the Cost Sharing Agreement, including a County contribution of \$400,000 for construction.
- (California Environmental Quality Act (CEQA) action: Categorically exempt per California Code of Regulations section 15301 Existing Facilities - (c) Existing highways and streets.)

**Approved**

44. Acting on behalf of County Service Area No. 15-Toro Park/Serra Village (hereinafter "CSA 15"), adopt a Resolution to:
- a. Authorize and direct the Auditor-Controller to amend the Fiscal Year (FY) 2025-26 Adopted Budget for CSA No. 15, Fund 056, Appropriation Unit PFP010, increasing appropriations and operating transfer in by \$100,000 (4/5th vote required);
- b. Authorize and direct the Auditor-Controller to transfer \$100,000 for FY 2025-26 from Fund 002, Appropriation Unit PFP004 to Fund 056, Appropriation Unit PFP010, where the operating transfer is



from Road Fund's Community Roads Maintenance Program (CRMP) fund of Supervisorial District 5 and Road Fund has sufficient appropriations available in the adopted budget (4/5th vote required); and  
c. Find that the Toro Park Pilot Project No. 2 is categorically exempt per California Code of Regulations (CCR) Section 15301 of the California Environmental Quality Act (CEQA) Guidelines.

**Proposed CEQA Action: Categorically Exempt per CEQA Guidelines Section 15301.**

**Approved**

**Addenda/Supplemental**

**45. Addenda/Supplemental**

Attached document titled "The Gordian Group Renewal & Amendment No. 3" to Item No. 14 under Natividad Medical Center - Consent

Attached an updated Board Report on Item No. 21 under Health Department - Consent

Revised "Adjournment" to "Adjourn In Memory of Steven Eugene Clatterback, James Vincent, and Jamie Lee Tabscott"



# County of Monterey

**Item No.24**

## Board Report

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

**Legistar File Number: RES 25-119**

**August 12, 2025**

**Introduced:** 7/23/2025

**Current Status:** Public Works, Facilities &  
Parks - Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to authorize and direct the Auditor-Controller to transfer \$65,491 in Fiscal Year (FY) 2024-25 from General Fund 001, Parks Operations Appropriation Unit PFP058, to Vehicle Replacement Planning Fund 478-VRP, Appropriation Unit PFP068 for two Ranger Vehicles (4/5ths vote required).

It is recommended that the Board of Supervisors adopt a Resolution to authorize and direct the Auditor-Controller to transfer \$65,491 in Fiscal Year (FY) 2024-25 from General Fund 001, Parks Operations Appropriation Unit PFP058, to Vehicle Replacement Planning Fund 478-VRP, Appropriation Unit PFP068 for two Ranger Vehicles (4/5ths vote required).

### SUMMARY/DISCUSSION:

The Department of Public Works, Facilities and Parks (PWFP) - Parks Division coordinated with Fleet to purchase two RAM 1500 4x4 Crew Cab trucks for use by the Park Rangers. The total cost of the vehicles is \$128,551. The order was placed in April 2025, and delivery was originally expected by June 30, 2025.

However, due to delays in shipment, the vehicles will not arrive until July 2025-after the close of FY 2024-25. Because of this delay, PWFP is requesting approval to transfer \$65,491 from the FY 2024-25 budget to the Vehicle Replacement Planning Fund. This amount can be combined with prior contributions into the Vehicle Asset Management Program of \$63,060 to fully fund the purchase in FY 2025-26.

### OTHER AGENCY INVOLVEMENT:

This report was reviewed by the County Administrative Office Budget & Analysis Division.

### FINANCING:

The General Fund-Parks FY 2024-25 adopted budget includes the \$65,491 in appropriations for these vehicles. In addition, as of the date this report was written, Park revenue collections exceed the FY 2024-25 budget by more than \$169,000, and expenditures are forecasted to remain well below budget. Approving this request will allow Parks to reserve the funds and complete the purchase in FY 2025-26.

### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives by promoting responsible fiscal management through the reallocation of existing budgeted funds to complete a time-sensitive vehicle purchase. The addition of two new ranger vehicles enhances public safety by improving Park Rangers' ability to respond to emergencies, enforce regulations, and access remote areas. This investment also supports infrastructure by modernizing the County's fleet and reducing long-term maintenance costs.

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

Prepared by: Bryan Flores, Chief of Parks (831) 796-6425

Reviewed by: Jessica Cordiero-Martinez, Finance Manager III (831)755-4824

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachment:

Attachment A - Resolution



# County of Monterey

**Item No.**

## Board Report

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

**Legistar File Number: RES 25-119**

**August 12, 2025**

**Introduced:** 7/23/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to authorize and direct the Auditor-Controller to transfer \$65,491 in Fiscal Year (FY) 2024-25 from General Fund 001, Parks Operations Appropriation Unit PFP058, to Vehicle Replacement Planning Fund 478-VRP, Appropriation Unit PFP068 for two Ranger Vehicles (4/5ths vote required).

It is recommended that the Board of Supervisors adopt a Resolution to authorize and direct the Auditor-Controller to transfer \$65,491 in Fiscal Year (FY) 2024-25 from General Fund 001, Parks Operations Appropriation Unit PFP058, to Vehicle Replacement Planning Fund 478-VRP, Appropriation Unit PFP068 for two Ranger Vehicles (4/5ths vote required).

### SUMMARY/DISCUSSION:

The Department of Public Works, Facilities and Parks (PWFP) - Parks Division coordinated with Fleet to purchase two RAM 1500 4x4 Crew Cab trucks for use by the Park Rangers. The total cost of the vehicles is \$128,551. The order was placed in April 2025, and delivery was originally expected by June 30, 2025.

However, due to delays in shipment, the vehicles will not arrive until July 2025-after the close of FY 2024-25. Because of this delay, PWFP is requesting approval to transfer \$65,491 from the FY 2024-25 budget to the Vehicle Replacement Planning Fund. This amount can be combined with prior contributions into the Vehicle Asset Management Program of \$63,060 to fully fund the purchase in FY 2025-26.

### OTHER AGENCY INVOLVEMENT:

This report was reviewed by the County Administrative Office Budget & Analysis Division.

### FINANCING:

The General Fund-Parks FY 2024-25 adopted budget includes the \$65,491 in appropriations for these vehicles. In addition, as of the date this report was written, Park revenue collections exceed the FY 2024-25 budget by more than \$169,000, and expenditures are forecasted to remain well below budget. Approving this request will allow Parks to reserve the funds and complete the purchase in FY 2025-26.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives by promoting responsible fiscal management through the reallocation of existing budgeted funds to complete a time-sensitive vehicle purchase. The addition of two new ranger vehicles enhances public safety by improving Park Rangers' ability to respond to emergencies, enforce regulations, and access remote areas. This investment also supports infrastructure by modernizing the County's fleet and reducing long-term maintenance costs.

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

Prepared by: Bryan Flores, Chief of Parks (831) 796-6425

Reviewed by: Jessica Cordiero-Martinez, Finance Manager III (831)755-4824

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachment:

Attachment A - Resolution

**Board of Supervisors  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution to authorize and direct the Auditor-Controller to )  
transfer \$65,491 in Fiscal Year (FY) 2024-25 from General Fund )  
001, Parks Operations Appropriation Unit PFP058, to Vehicle )  
Replacement Planning Fund 478-VRP, Appropriation Unit PFP068 )  
for two Ranger Vehicles (4/5ths vote required). )  
)

**WHEREAS**, Public Works, Facilities and Parks (PWFP) – Parks Division coordinated with Fleet to purchase two RAM 1500 4x4 Crew Cab trucks for use by the Park Rangers;

**WHEREAS**, the order was placed in April 2025, and delivery was originally expected by June 30, 2025;

**WHEREAS**, due to delays in shipment, the vehicles will not arrive until July 2025—after the close of FY 2024-25;

**WHEREAS**, the total cost of the vehicles is \$128,551;

**WHEREAS**, the General Fund-Parks FY 2024-25 adopted budget includes \$65,491 in appropriations for these vehicles, and this amount, combined with prior contributions into the Vehicle Asset Management Program of \$63,060, can fully fund the purchase in Fiscal Year 2025–26.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors of the County of Monterey, hereby

Adopts a Resolution to authorize and direct the Auditor-Controller to transfer \$65,491 in Fiscal Year (FY) 2024-25 from General Fund 001, Parks Operations Appropriation Unit PFP058, to Vehicle Replacement Planning Fund 478-VRP, Appropriation Unit PFP068 for two Ranger Vehicles (4/5ths vote required).

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and 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 resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on \_\_\_\_\_, 2025.

Dated: \_\_\_\_\_ Valerie Ralph, Clerk of the Board of Supervisors

File Number: \_\_\_\_\_

County of Monterey, State of California

By \_\_\_\_\_  
Deputy



# County of Monterey

**Item No.25**

## Board Report

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

**Legistar File Number: RES 25-116**

**August 12, 2025**

**Introduced:** 7/18/2025

**Current Status:** Public Works, Facilities &  
Parks - Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt Resolutions for County Service Areas 1, 9, 15, 19, 20, 23, 24, 25, 26, 30, 31, 32, 33, 35, 37, 38, 41, 44, 45, 47, 50, 51, 52, 53, 54, 56, 58, 62, 66, 68, 72, and 75;

- a. Certifying compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for the respective County Service Area; and
- b. Authorizing and directing the Auditor-Controller to enter the amount of the charges against the respective lots or parcels as they appear in the assessment roll for Fiscal Year 2025-26 as described in Exhibit 1 and Exhibit 2 (CSA 45 Oak Hills Subdivision only) of each Resolution.

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt Resolutions for County Service Areas 1, 9, 15, 19, 20, 23, 24, 25, 26, 30, 31, 32, 33, 35, 37, 38, 41, 44, 45, 47, 50, 51, 52, 53, 54, 56, 58, 62, 66, 68, 72, and 75 to:

- a. Certify compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for the respective County Service Area; and
- b. Authorize and Direct the Auditor-Controller to enter the amounts of the charges against the respective lots or parcels as they appear in the assessment roll for Fiscal Year 2025-26 as described in Exhibit 1 and Exhibit 2 (CSA 45 Oak Hills Subdivision only) of each Resolution.

### SUMMARY/DISCUSSION:

Staff has prepared Resolutions for 32 of the 37 County Service Areas (CSAs) (Attachments B-FF) to establish annual fees in compliance with State and County requirements and to collect service charges on the County Tax Roll. As required, each Resolution contains a report of service charges for the individual CSA within Exhibit 1 of the corresponding Resolution. The Resolution for CSA 45 includes two separate assessment exhibits, Exhibits 1 and 2, as the CSA has two tax code zones. Each Resolution lists the parcel number and associated service charge to be assessed.

Services provided are specified in each enabling ordinance. Attachment A provides a summary of the assessments for a typical single-family dwelling in each CSA; however, CSA assessment amounts may vary from parcel-to-parcel. There are no assessments collected from CSAs 17, 34, 55, 57, and 67 as these CSAs are entirely funded by a portion of the general property tax charged to each parcel. However, PWFP has started the process to establish an assessment for CSA 17, and anticipates the completion of a successful Proposition 218 election for the establishment of an annual assessment in FY 2025-26.



OTHER AGENCY INVOLVEMENT:

Placement of assessments on the property tax rolls is facilitated by the Office of the Auditor-Controller.

FINANCING:

For most CSAs, annual assessments have never increased from the initial amount established upon the creation of the CSA. A majority of CSAs receive additional revenue allocated to the CSA from general property tax, and all CSAs receive interest on the Unassigned Fund Balance specific to each CSA. The level of service provided to each CSA is based on total annual revenue and Unassigned Fund Balance which may change from year to year. Current assessment rates have resulted in the need for certain CSAs to seek supplemental revenue from either the General Fund or Capital Projects Fund in order to complete emergency projects.

The Public Works, Facilities and Parks Department continues to develop strategies to ensure each CSA remains and/or becomes financially sustainable. This includes the development of engineer's reports and rate studies for individual CSAs to determine the appropriate service and assessment levels. Any increase in a property-related assessment is subject to Proposition 218 procedures in each of the CSAs.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Collection of CSA assessments contributes to the Board of Supervisors' Strategic Initiatives for Infrastructure and Administration by collecting funds to be used for maintenance of streetlighting, stormwater and drainage systems, flood control, streets and sidewalks, open space, and parks.

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

Prepared by: Lynette Redman, Management Analyst III, (831) 796-6038

Reviewed by: Tom Moss, Senior Water Resources Hydrologist

Reviewed by: Enrique Saavedra, PE, Chief of Public Works, Facilities and Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:

Attachment A - Table of Annual Service Charge for a Typical Single-Family Dwelling

Attachment B - Resolution CSA Assessment CSA 1

Attachment C - Resolution CSA Assessment CSA 9

Attachment D - Resolution CSA Assessment CSA 15

Attachment E - Resolution CSA Assessment CSA 19

Attachment F - Resolution CSA Assessment CSA 20

Attachment G - Resolution CSA Assessment CSA 23

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Attachment S - Resolution CSA Assessment CSA 44  
Attachment T - Resolution CSA Assessment CSA 45  
Attachment U - Resolution CSA Assessment CSA 47  
Attachment V - Resolution CSA Assessment CSA 50  
Attachment W - Resolution CSA Assessment CSA 51  
Attachment X - Resolution CSA Assessment CSA 52  
Attachment Y - Resolution CSA Assessment CSA 53  
Attachment Z - Resolution CSA Assessment CSA 54  
Attachment AA - Resolution CSA Assessment CSA 56  
Attachment BB - Resolution CSA Assessment CSA 58  
Attachment CC - Resolution CSA Assessment CSA 62  
Attachment DD - Resolution CSA Assessment CSA 66  
Attachment EE - Resolution CSA Assessment CSA 68  
Attachment FF - Resolution CSA Assessment CSA 72  
Attachment GG - Resolution CSA Assessment CSA 75



# County of Monterey

**Item No.24**

## Board Report

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

**Legistar File Number: RES 25-116**

**August 12, 2025**

**Introduced:** 7/18/2025

**Current Status:** Public Works, Facilities &  
Parks - Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt Resolutions for County Service Areas 1, 9, 15, 19, 20, 23, 24, 25, 26, 30, 31, 32, 33, 35, 37, 38, 41, 44, 45, 47, 50, 51, 52, 53, 54, 56, 58, 62, 66, 68, 72, and 75;

- a. Certifying compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for the respective County Service Area; and
- b. Authorizing and directing the Auditor-Controller to enter the amount of the charges against the respective lots or parcels as they appear in the assessment roll for Fiscal Year 2025-26 as described in Exhibit 1 and Exhibit 2 (CSA 45 Oak Hills Subdivision only) of each Resolution.

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt Resolutions for County Service Areas 1, 9, 15, 19, 20, 23, 24, 25, 26, 30, 31, 32, 33, 35, 37, 38, 41, 44, 45, 47, 50, 51, 52, 53, 54, 56, 58, 62, 66, 68, 72, and 75 to:

- a. Certify compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for the respective County Service Area; and
- b. Authorize and Direct the Auditor-Controller to enter the amounts of the charges against the respective lots or parcels as they appear in the assessment roll for Fiscal Year 2025-26 as described in Exhibit 1 and Exhibit 2 (CSA 45 Oak Hills Subdivision only) of each Resolution.

### SUMMARY/DISCUSSION:

Staff has prepared Resolutions for 32 of the 37 County Service Areas (CSAs) (Attachments B-FF) to establish annual fees in compliance with State and County requirements and to collect service charges on the County Tax Roll. As required, each Resolution contains a report of service charges for the individual CSA within Exhibit 1 of the corresponding Resolution. The Resolution for CSA 45 includes two separate assessment exhibits, Exhibits 1 and 2, as the CSA has two tax code zones. Each Resolution lists the parcel number and associated service charge to be assessed.

Services provided are specified in each enabling ordinance. Attachment A provides a summary of the assessments for a typical single-family dwelling in each CSA; however, CSA assessment amounts may vary from parcel-to-parcel. There are no assessments collected from CSAs 17, 34, 55, 57, and 67 as these CSAs are entirely funded by a portion of the general property tax charged to each parcel. However, PWFP has started the process to establish an assessment for CSA 17, and anticipates the completion of a successful Proposition 218 election for the establishment of an annual assessment in FY 2025-26.

OTHER AGENCY INVOLVEMENT:

Placement of assessments on the property tax rolls is facilitated by the Office of the Auditor-Controller.

FINANCING:

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The Public Works, Facilities and Parks Department continues to develop strategies to ensure each CSA remains and/or becomes financially sustainable. This includes the development of engineer's reports and rate studies for individual CSAs to determine the appropriate service and assessment levels. Any increase in a property-related assessment is subject to Proposition 218 procedures in each of the CSAs.

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Collection of CSA assessments contributes to the Board of Supervisors' Strategic Initiatives for Infrastructure and Administration by collecting funds to be used for maintenance of streetlighting, stormwater and drainage systems, flood control, streets and sidewalks, open space, and parks.

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

Prepared by: Lynette Redman, Management Analyst III, (831) 796-6038

Reviewed by: Tom Moss, Senior Water Resources Hydrologist

Reviewed by: Enrique Saavedra, PE, Chief of Public Works, Facilities and Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:

- Attachment A - Table of Annual Service Charge for a Typical Single-Family Dwelling
- Attachment B - Resolution CSA Assessment CSA 1
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Attachment EE - Resolution CSA Assessment CSA 68  
Attachment FF - Resolution CSA Assessment CSA 72  
Attachment GG - Resolution CSA Assessment CSA 75

TABLE OF ANNUAL SERVICE CHARGE FOR  
A TYPICAL SINGLE-FAMILY DWELLING

Typical service charges to be provided in each CSA for FY 2025-26 are as set forth below. The actual service charge is provided in Exhibit A of each Resolution to be submitted to the County Auditor-Controller.

CSA #	CSA Name	FY 2024-25	FY 2025-26
1	Carmel Point Resolution #59-37/65-525	\$7.08	\$7.08
9	Oak Park/Country Club Meadows/Rosehart Industrial Park Resolution #61-55	\$12.70	\$12.70
15	Serra Village/Toro Park & Adjacent Annexed Areas Resolution #63-95	\$34.64	\$34.64
17	Rancho Tierra Grande Subs 1,2,3 & Mercurio Subdivision Resolution #63-20	\$0.00	\$0.00
19	Carmel Meadows 6 & 7 Resolution #63-83	\$9.68	\$9.68
20	Royal Estates 1, 2, 3, & 4 Resolution #63-102	\$33.20	\$33.20
23	Carmel Rancho 1, 2, & 3 Subdivision & Annexes Resolution #63-147	\$36.92	\$36.92
24	Pedrazzi Subdivision 2 /Indian Springs/ Vista Del Rio & Pine Canyon Estates Resolution #63-156	\$5.94	\$5.94
25	Carmel Valley Golf & Country Club Resolution #23-126	\$465.59	\$465.59
26	New Moss Landing Heights Resolution #64-1	\$22.08	\$22.08
30	Rancho Mar Monte 1, 2, & 3 Resolution #64-18	\$34.96	\$34.96
31	Aromas Hills Subdivision Resolution #64-19	\$17.20	\$17.20
32	Green Valley Acres & Moon Subdivision Resolution #64-132	\$32.18	\$32.18
33	Coast Ridge Subdivision & Carmel Sur Resolution #64-219	\$34.96	\$34.96
34	Rancho Rio Vista/Carmel Knolls 1, 2, 3, & 4 Resolution #64-409	\$0.00	\$0.00
35	Paradise Park & Rancho Borremeo Resolution #65-260	\$28.24	\$28.24
37	Colonial Oak Estates Resolution #65-312	\$17.48	\$17.48
38	Paradise Lake Estates Resolution #65-354	\$5.44	\$5.44
41	Gabilan Acres Resolution #65-558	\$14.36	\$14.36
	Boronda Resolution #93-13	\$14.36	\$14.36

TABLE OF ANNUAL SERVICE CHARGE FOR  
A TYPICAL SINGLE-FAMILY DWELLING

CSA #	CSA Name	FY 2023-24	FY 2024-25
44	Corral de Tierra Oaks 1, 2, & 3 Resolution #66-465	\$20.20	\$20.20
45	Oak Hills Subdivision Resolution #66-478	\$80.92	\$80.92
47	Carmel Views 1, 2, 3, & 4 & Mar Vista Resolution #66-503	\$28.48	\$28.48
50	Rioway Tract #2/Mission Fields/Carmel Rancho Zone 1 Resolution #67-364	\$222.22	\$222.22
	Rioway Tract #2/Mission Fields/Carmel Rancho Zone 2 Resolution #67-364	\$0.00	\$0.00
	Rioway Tract #2/Mission Fields/Carmel Rancho Zone 3 Resolution #67-364	\$0.00	\$0.00
	Rioway Tract #2/Mission Fields/Carmel Rancho Zone 4 Resolution #67-364	\$48.18	\$48.18
	Rioway Tract #2/Mission Fields/Carmel Rancho Zone 5 Resolution #67-364	\$18.18	\$18.18
51	High Meadow Nos. 1 & 2 Resolution #67-388	\$15.70	\$15.70
52	Carmel Valley Village Resolution #67-407	\$20.96	\$20.96
53	Arroyo Seco, Los Conches & Guidotti Annex Resolution #68-447	\$0.16	\$0.16
54	Manzanita Subdivision & Sarsi Subdivision Resolution #69-188	\$8.24	\$8.24
55	Robles Del Rio Carmelo Subdivision Resolution #69-286	\$0.00	\$0.00
56	Del Mesa Carmel Resolution #70-277	\$27.02	\$27.02
57	Los Tulares Subdivision Resolution #70-278	\$0.00	\$0.00
58	Vista Dorado Subdivision Resolution #70-279	\$78.88	\$78.88
62	Rancho Del Monte No. 14 Resolution #72-498	\$94.32	\$94.32
66	Ook Tree Views Resolution #19-237	\$606.58	\$629.62
68	Vierra Canyon & Knolls Tract 811 Resolution #78-198	\$32.24	\$32.24
72	Las Palmas Resolution #84-484	\$3.66	\$3.66
75	Chular Resolution #93-392	\$8.34	\$8.34

**Before the Board of Supervisors Acting on behalf of County Service Area No. 1  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 1-Carmel Point (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1,” regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1,” the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:



I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	75000	009395010000	\$ 7.08
2	75000	009395011000	\$ 7.08
3	75000	009395012000	\$ 7.08
4	75000	009395013000	\$ 7.08
5	75000	009395014000	\$ 7.08
6	75000	009395015000	\$ 7.08
7	75000	009395016000	\$ 7.08
8	75000	009395017000	\$ 7.08
9	75000	009395018000	\$ 7.08
10	75000	009396007000	\$ 7.08
11	75000	009396008000	\$ 7.08
12	75000	009396009000	\$ 7.08
13	75000	009396010000	\$ 7.08
14	75000	009396011000	\$ 7.08
15	75000	009396012000	\$ 7.08
16	75000	009401003000	\$ 7.08
17	75000	009401005000	\$ 7.08
18	75000	009401006000	\$ 7.08
19	75000	009401007000	\$ 7.08
20	75000	009401008000	\$ 7.08
21	75000	009401012000	\$ 7.08
22	75000	009401013000	\$ 7.08
23	75000	009401014000	\$ 7.08
24	75000	009401015000	\$ 7.08
25	75000	009401016000	\$ 7.08
26	75000	009401017000	\$ 7.08
27	75000	009401018000	\$ 7.08
28	75000	009401019000	\$ 14.16
29	75000	009401020000	\$ 7.08
30	75000	009401021000	\$ 7.08
31	75000	009402003000	\$ 7.08
32	75000	009402004000	\$ 7.08
33	75000	009402007000	\$ 7.08
34	75000	009402008000	\$ 7.08
35	75000	009402010000	\$ 7.08
36	75000	009402011000	\$ 7.08
37	75000	009402012000	\$ 14.16
38	75000	009402016000	\$ 7.08
39	75000	009402017000	\$ 7.08
40	75000	009402018000	\$ 7.08
41	75000	009402019000	\$ 7.08
42	75000	009402020000	\$ 7.08
43	75000	009403001000	\$ 7.08
44	75000	009403002000	\$ 7.08

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No.	Bond #	Parcel	Fees per Parcel
45	75000	009403003000	\$ 35.40
46	75000	009403004000	\$ 7.08
47	75000	009403005000	\$ 7.08
48	75000	009403007000	\$ 7.08
49	75000	009403008000	\$ 7.08
50	75000	009403009000	\$ 7.08
51	75000	009403010000	\$ 7.08
52	75000	009403014000	\$ 7.08
53	75000	009403015000	\$ 7.08
54	75000	009403017000	\$ 7.08
55	75000	009403018000	\$ 7.08
56	75000	009403019000	\$ 7.08
57	75000	009403022000	\$ 7.08
58	75000	009403023000	\$ 7.08
59	75000	009403024000	\$ 7.08
60	75000	009403025000	\$ 7.08
61	75000	009403026000	\$ 7.08
62	75000	009403028000	\$ 7.08
63	75000	009403029000	\$ 7.08
64	75000	009403030000	\$ 7.08
65	75000	009403031000	\$ 7.08
66	75000	009403032000	\$ 7.08
67	75000	009403035000	\$ 7.08
68	75000	009403036000	\$ 7.08
69	75000	009404001000	\$ 7.08
70	75000	009404005000	\$ 7.08
71	75000	009404006000	\$ 7.08
72	75000	009404007000	\$ 7.08
73	75000	009404009000	\$ 7.08
74	75000	009404010000	\$ 7.08
75	75000	009404013000	\$ 7.08
76	75000	009404014000	\$ 7.08
77	75000	009404015000	\$ 7.08
78	75000	009404016000	\$ 7.08
79	75000	009404020000	\$ 7.08
80	75000	009404021000	\$ 7.08
81	75000	009404022000	\$ 7.08
82	75000	009404023000	\$ 7.08
83	75000	009404024000	\$ 7.08
84	75000	009404025000	\$ 7.08
85	75000	009404026000	\$ 7.08
86	75000	009404027000	\$ 7.08
87	75000	009404030000	\$ 7.08
88	75000	009404031000	\$ 7.08

EXHIBIT 1

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No.	Bond #	Parcel	Fees per Parcel
89	75000	009404032000	\$ 7.08
90	75000	009404033000	\$ 7.08
91	75000	009404034000	\$ 7.08
92	75000	009411001000	\$ 7.08
93	75000	009411003000	\$ 7.08
94	75000	009411004000	\$ 7.08
95	75000	009411005000	\$ 7.08
96	75000	009411006000	\$ 7.08
97	75000	009411007000	\$ 7.08
98	75000	009411008000	\$ 7.08
99	75000	009411009000	\$ 7.08
100	75000	009411010000	\$ 7.08
101	75000	009411011000	\$ 7.08
102	75000	009411012000	\$ 7.08
103	75000	009411013000	\$ 7.08
104	75000	009412001000	\$ 7.08
105	75000	009412002000	\$ 7.08
106	75000	009412003000	\$ 7.08
107	75000	009412004000	\$ 7.08
108	75000	009412005000	\$ 7.08
109	75000	009412006000	\$ 7.08
110	75000	009412007000	\$ 7.08
111	75000	009412008000	\$ 7.08
112	75000	009412009000	\$ 7.08
113	75000	009412010000	\$ 7.08
114	75000	009412012000	\$ 7.08
115	75000	009412013000	\$ 7.08
116	75000	009412014000	\$ 7.08
117	75000	009412015000	\$ 3.54
118	75000	009412016000	\$ 7.08
119	75000	009412017000	\$ 7.08
120	75000	009412018000	\$ 7.08
121	75000	009412020000	\$ 7.08
122	75000	009412021000	\$ 7.08
123	75000	009412022000	\$ 7.08
124	75000	009412023000	\$ 7.08
125	75000	009412024000	\$ 14.16
126	75000	009412025000	\$ 7.08
127	75000	009412026000	\$ 7.08
128	75000	009412027000	\$ 7.08
129	75000	009412028000	\$ 7.08
130	75000	009421001000	\$ 7.08
131	75000	009421002000	\$ 7.08
132	75000	009421003000	\$ 7.08

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
133	75000	009421004000	\$ 7.08
134	75000	009421005000	\$ 7.08
135	75000	009421006000	\$ 7.08
136	75000	009421007000	\$ 3.54
137	75000	009421009000	\$ 7.08
138	75000	009421010000	\$ 7.08
139	75000	009421011000	\$ 35.40
140	75000	009421012000	\$ 7.08
141	75000	009421013000	\$ 7.08
142	75000	009422001000	\$ 21.24
143	75000	009422002000	\$ 7.08
144	75000	009422004000	\$ 7.08
145	75000	009422006000	\$ 7.08
146	75000	009422007000	\$ 3.54
147	75000	009422008000	\$ 7.08
148	75000	009422011000	\$ 7.08
149	75000	009422012000	\$ 7.08
150	75000	009422013000	\$ 7.08
151	75000	009422014000	\$ 7.08
152	75000	009422015000	\$ 7.08
153	75000	009422017000	\$ 7.08
154	75000	009422018000	\$ 7.08
155	75000	009422019000	\$ 7.08
156	75000	009422020000	\$ 7.08
157	75000	009422021000	\$ 7.08
158	75000	009422022000	\$ 7.08
159	75000	009422023000	\$ 7.08
160	75000	009422026000	\$ 7.08
161	75000	009422027000	\$ 7.08
162	75000	009422028000	\$ 7.08
163	75000	009422029000	\$ 3.54
164	75000	009422030000	\$ 7.08
165	75000	009422031000	\$ 7.08
166	75000	009423002000	\$ 3.54
167	75000	009423003000	\$ 3.54
168	75000	009423004000	\$ 3.54
169	75000	009423006000	\$ 3.54
170	75000	009423007000	\$ 3.54
171	75000	009431001000	\$ 7.08
172	75000	009431003000	\$ 7.08
173	75000	009431004000	\$ 7.08
174	75000	009431005000	\$ 7.08
175	75000	009431006000	\$ 7.08
176	75000	009431010000	\$ 7.08

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
177	75000	009431011000	\$ 7.08
178	75000	009431012000	\$ 7.08
179	75000	009431013000	\$ 7.08
180	75000	009431014000	\$ 7.08
181	75000	009431021000	\$ 7.08
182	75000	009431022000	\$ 7.08
183	75000	009431023000	\$ 7.08
184	75000	009431024000	\$ 7.08
185	75000	009431025000	\$ 7.08
186	75000	009431026000	\$ 7.08
187	75000	009431028000	\$ 7.08
188	75000	009431030000	\$ 7.08
189	75000	009431032000	\$ 7.08
190	75000	009431033000	\$ 7.08
191	75000	009431034000	\$ 7.08
192	75000	009431036000	\$ 7.08
193	75000	009431037000	\$ 7.08
194	75000	009431038000	\$ 7.08
195	75000	009431039000	\$ 7.08
196	75000	009431040000	\$ 7.08
197	75000	009431041000	\$ 7.08
198	75000	009432004000	\$ 7.08
199	75000	009432005000	\$ 7.08
200	75000	009432007000	\$ 7.08
201	75000	009432008000	\$ 7.08
202	75000	009432013000	\$ 7.08
203	75000	009432014000	\$ 3.54
204	75000	009432015000	\$ 7.08
205	75000	009432016000	\$ 7.08
206	75000	009432017000	\$ 7.08
207	75000	009432018000	\$ 7.08
208	75000	009432019000	\$ 3.54
209	75000	009432021000	\$ 7.08
210	75000	009432022000	\$ 7.08
211	75000	009432023000	\$ 7.08
212	75000	009432024000	\$ 7.08
213	75000	009432025000	\$ 7.08
214	75000	009432026000	\$ 7.08
215	75000	009432028000	\$ 7.08
216	75000	009432029000	\$ 7.08
217	75000	009433001000	\$ 7.08
218	75000	009433003000	\$ 3.54
219	75000	009433004000	\$ 3.54
220	75000	009441001000	\$ 7.08

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
221	75000	009441002000	\$ 7.08
222	75000	009441006000	\$ 7.08
223	75000	009441007000	\$ 7.08
224	75000	009441008000	\$ 7.08
225	75000	009441009000	\$ 7.08
226	75000	009441010000	\$ 7.08
227	75000	009441011000	\$ 7.08
228	75000	009441013000	\$ 7.08
229	75000	009441014000	\$ 7.08
230	75000	009441015000	\$ 3.54
231	75000	009441016000	\$ 7.08
232	75000	009441017000	\$ 3.54
233	75000	009441019000	\$ 3.54
234	75000	009441020000	\$ 3.54
235	75000	009441021000	\$ 7.08
236	75000	009441022000	\$ 7.08
237	75000	009441023000	\$ 7.08
238	75000	009441024000	\$ 7.08
239	75000	009441025000	\$ 7.08
240	75000	009442001000	\$ 7.08
241	75000	009442002000	\$ 7.08
242	75000	009442003000	\$ 7.08
243	75000	009442004000	\$ 7.08
244	75000	009442005000	\$ 7.08
245	75000	009442006000	\$ 7.08
246	75000	009442007000	\$ 7.08
247	75000	009442008000	\$ 7.08
248	75000	009442010000	\$ 7.08
249	75000	009442011000	\$ 7.08
250	75000	009442012000	\$ 7.08
251	75000	009442013000	\$ 3.54
252	75000	009442014000	\$ 7.08
253	75000	009442015000	\$ 7.08
254	75000	009442016000	\$ 3.54
255	75000	009442017000	\$ 7.08
256	75000	009442018000	\$ 7.08
257	75000	009443001000	\$ 3.54
258	75000	009443002000	\$ 7.08
259	75000	009443003000	\$ 7.08
260	75000	009443004000	\$ 7.08
261	75000	009443005000	\$ 3.54
262	75000	009443006000	\$ 3.54
263	75000	009451002000	\$ 7.08
264	75000	009451003000	\$ 7.08

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75000 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
265	75000	009451004000	\$ 7.08
266	75000	009451005000	\$ 7.08
267	75000	009451007000	\$ 7.08
268	75000	009451008000	\$ 7.08
269	75000	009451009000	\$ 7.08
270	75000	009451011000	\$ 7.08
271	75000	009451012000	\$ 7.08
272	75000	009451013000	\$ 14.16
273	75000	009451014000	\$ 14.16
274	75000	009451015000	\$ 3.54
275	75000	009451016000	\$ 7.08
276	75000	009452001000	\$ 7.08
277	75000	009452002000	\$ 7.08
278	75000	009452003000	\$ 7.08
279	75000	009461001000	\$ 7.08
280	75000	009461002000	\$ 7.08
281	75000	009461003000	\$ 7.08
282	75000	009461004000	\$ 7.08
283	75000	009461005000	\$ 7.08
284	75000	009461006000	\$ 7.08
285	75000	009461010000	\$ 7.08
286	75000	009461011000	\$ 7.08
287	75000	009461012000	\$ 7.08
288	75000	009461013000	\$ 7.08
289	75000	009461014000	\$ 7.08
290	75000	009461015000	\$ 7.08
291	75000	009461016000	\$ 7.08
292	75000	009461017000	\$ 7.08
293	75000	009461019000	\$ 7.08
294	75000	009461020000	\$ 7.08
295	75000	009461021000	\$ 7.08
296	75000	009461022000	\$ 7.08
297	75000	009461023000	\$ 7.08
298	75000	009461024000	\$ 7.08
299	75000	009462001000	\$ 7.08
300	75000	009462002000	\$ 7.08
301	75000	009462003000	\$ 7.08
302	75000	009462004000	\$ 7.08
303	75000	009462005000	\$ 7.08
304	75000	009462006000	\$ 7.08
305	75000	009462007000	\$ 7.08
306	75000	009462008000	\$ 7.08
307	75000	009462009000	\$ 7.08
308	75000	009463001000	\$ 7.08



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
309	75000	009463003000	\$ 3.54
310	75000	009463004000	\$ 7.08
311	75000	009463006000	\$ 7.08
312	75000	009463008000	\$ 7.08
313	75000	009463009000	\$ 7.08
314	75000	009463010000	\$ 7.08
315	75000	009463011000	\$ 7.08
316	75000	009463012000	\$ 3.54
317	75000	009463013000	\$ 7.08
318	75000	009463014000	\$ 7.08
319	75000	009463015000	\$ 7.08
320	75000	009463016000	\$ 7.08
321	75000	009463017000	\$ 3.54
322	75000	009463018000	\$ 7.08
323	75000	009463019000	\$ 7.08
324	75000	009463020000	\$ 7.08
325	75000	009463021000	\$ 7.08
326	75000	009471001000	\$ 7.08
327	75000	009471002000	\$ 7.08
328	75000	009471003000	\$ 7.08
329	75000	009471005000	\$ 7.08
330	75000	009471006000	\$ 7.08
331	75000	009471007000	\$ 7.08
332	75000	009471008000	\$ 7.08
333	75000	009471011000	\$ 7.08
334	75000	009471014000	\$ 3.54
335	75000	009471015000	\$ 7.08
336	75000	009471016000	\$ 7.08
337	75000	009471017000	\$ 7.08
338	75000	009471018000	\$ 7.08
339	75000	009471019000	\$ 7.08
340	75000	009471020000	\$ 7.08
341	75000	009471021000	\$ 7.08
342	75000	009471022000	\$ 7.08
343	75000	009471023000	\$ 7.08
344	75000	009471024000	\$ 7.08
345	75000	009471025000	\$ 3.54
346	75000	009471026000	\$ 7.08
347	75000	009501004000	\$ 7.08
348	75000	009501005000	\$ 7.08
349	75000	009501006000	\$ 7.08
350	75000	009501007000	\$ 7.08
351	75000	009501008000	\$ 7.08
352	75000	009501011000	\$ 7.08

EXHIBIT 1

COUNTY OF MONTEREY  
USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
FOR TAX CODE 75000 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
353	75000	009501012000	\$ 7.08
354	75000	009501013000	\$ 7.08
355	75000	009501014000	\$ 7.08
<b>Parcel Count: 355</b>		<b>Total CSA No. 1</b>	<b>\$ 2,520.48</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 9  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 9-Oak Park/Country Club Meadows/Rosehart Industrial Park (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	75100	113171001000	\$ 12.70
2	75100	113171002000	\$ 12.70
3	75100	113171003000	\$ 12.70
4	75100	113171006000	\$ 12.70
5	75100	113171007000	\$ 12.70
6	75100	113171008000	\$ 12.70
7	75100	113171009000	\$ 20.42
8	75100	113171010000	\$ 20.42
9	75100	113171011000	\$ 12.70
10	75100	113171012000	\$ 12.70
11	75100	113171013000	\$ 12.70
12	75100	113171014000	\$ 12.70
13	75100	113171015000	\$ 12.70
14	75100	113171019000	\$ 12.70
15	75100	113171020000	\$ 20.42
16	75100	113171021000	\$ 20.42
17	75100	113171022000	\$ 12.70
18	75100	113171023000	\$ 12.70
19	75100	113171024000	\$ 20.42
20	75100	113171025000	\$ 12.70
21	75100	113171026000	\$ 12.70
22	75100	113171027000	\$ 12.70
23	75100	113171028000	\$ 12.70
24	75100	113172001000	\$ 8.84
25	75100	113172002000	\$ 12.70
26	75100	113172003000	\$ 12.70
27	75100	113172005000	\$ 12.70
28	75100	113172006000	\$ 12.70
29	75100	113172007000	\$ 12.70
30	75100	113172008000	\$ 12.70
31	75100	113172009000	\$ 12.70
32	75100	113172010000	\$ 12.70
33	75100	113172011000	\$ 12.70
34	75100	113172012000	\$ 12.70
35	75100	113172013000	\$ 12.70
36	75100	113172016000	\$ 12.70
37	75100	113172017000	\$ 12.70
38	75100	113172018000	\$ 12.70
39	75100	113172027000	\$ 12.70
40	75100	113172029000	\$ 12.70
41	75100	113172030000	\$ 12.70
42	75100	113181001000	\$ 48.56
43	75100	113181002000	\$ 17.68

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
44	75100	113181003000	\$ 12.70
45	75100	113181004000	\$ 12.70
46	75100	113181005000	\$ 12.70
47	75100	113181006000	\$ 12.70
48	75100	113181008000	\$ 12.70
49	75100	113181009000	\$ 12.70
50	75100	113181010000	\$ 12.70
51	75100	113182001000	\$ 12.70
52	75100	113182002000	\$ 12.70
53	75100	113182005000	\$ 12.70
54	75100	113182006000	\$ 12.70
55	75100	113182007000	\$ 12.70
56	75100	113182008000	\$ 12.70
57	75100	113182009000	\$ 12.70
58	75100	113182010000	\$ 12.70
59	75100	113182011000	\$ 12.70
60	75100	113182014000	\$ 12.70
61	75100	113182015000	\$ 12.70
62	75100	113182016000	\$ 12.70
63	75100	113182017000	\$ 12.70
64	75100	113182018000	\$ 12.70
65	75100	113183003000	\$ 12.70
66	75100	113183004000	\$ 12.70
67	75100	113183005000	\$ 12.70
68	75100	113183006000	\$ 12.70
69	75100	113183007000	\$ 12.70
70	75100	113183008000	\$ 12.70
71	75100	113183009000	\$ 12.70
72	75100	113183010000	\$ 12.70
73	75100	113183011000	\$ 12.70
74	75100	113183012000	\$ 12.70
75	75100	113183014000	\$ 12.70
76	75100	113183015000	\$ 12.70
77	75100	113183016000	\$ 12.70
78	75100	113183017000	\$ 12.70
79	75100	113184001000	\$ 12.70
80	75100	113184002000	\$ 12.70
81	75100	113184004000	\$ 12.70
82	75100	113184005000	\$ 12.70
83	75100	113184006000	\$ 12.70
84	75100	113184007000	\$ 12.70
85	75100	113184008000	\$ 12.70
86	75100	113184011000	\$ 12.70

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
87	75100	113184012000	\$ 12.70
88	75100	113184013000	\$ 12.70
89	75100	113184014000	\$ 12.70
90	75100	113184015000	\$ 12.70
91	75100	113184016000	\$ 20.42
92	75100	113184017000	\$ 12.70
93	75100	113184018000	\$ 12.70
94	75100	113184019000	\$ 12.70
95	75100	113191002000	\$ 12.70
96	75100	113191004000	\$ 12.70
97	75100	113191005000	\$ 12.70
98	75100	113191006000	\$ 12.70
99	75100	113191007000	\$ 12.70
100	75100	113191008000	\$ 12.70
101	75100	113191009000	\$ 12.70
102	75100	113191010000	\$ 12.70
103	75100	113191011000	\$ 12.70
104	75100	113191012000	\$ 12.70
105	75100	113191013000	\$ 12.70
106	75100	113191014000	\$ 12.70
107	75100	113191015000	\$ 12.70
108	75100	113191016000	\$ 12.70
109	75100	113191017000	\$ 12.70
110	75100	113191018000	\$ 12.70
111	75100	113192001000	\$ 12.70
112	75100	113192002000	\$ 12.70
113	75100	113192003000	\$ 12.70
114	75100	113192005000	\$ 12.70
115	75100	113192006000	\$ 12.70
116	75100	113192007000	\$ 12.70
117	75100	113192008000	\$ 12.70
118	75100	113192009000	\$ 12.70
119	75100	113192010000	\$ 12.70
120	75100	113192011000	\$ 12.70
121	75100	113192012000	\$ 12.70
122	75100	113192013000	\$ 12.70
123	75100	113193003000	\$ 12.70
124	75100	113193004000	\$ 12.70
125	75100	113193005000	\$ 12.70
126	75100	113193006000	\$ 12.70
127	75100	113193007000	\$ 12.70
128	75100	113193008000	\$ 12.70
129	75100	113193009000	\$ 12.70

Exhibit Page 3

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
130	75100	113193010000	\$ 12.70
131	75100	113193013000	\$ 43.58
132	75100	113194001000	\$ 12.70
133	75100	113194002000	\$ 12.70
134	75100	113194003000	\$ 12.70
135	75100	113194004000	\$ 12.70
136	75100	113194005000	\$ 12.70
137	75100	113194006000	\$ 12.70
138	75100	113194009000	\$ 12.70
139	75100	113194010000	\$ 12.70
140	75100	113194011000	\$ 12.70
141	75100	113194012000	\$ 12.70
142	75100	113194013000	\$ 12.70
143	75100	113194014000	\$ 12.70
144	75100	113194015000	\$ 12.70
145	75100	113194016000	\$ 12.70
146	75100	113194017000	\$ 12.70
147	75100	113194018000	\$ 8.84
148	75100	113194019000	\$ 12.70
149	75100	113194020000	\$ 43.58
150	75100	113221001000	\$ 12.70
151	75100	113221002000	\$ 12.70
152	75100	113221003000	\$ 12.70
153	75100	113221004000	\$ 12.70
154	75100	113221005000	\$ 12.70
155	75100	113221006000	\$ 12.70
156	75100	113221007000	\$ 12.70
157	75100	113221008000	\$ 12.70
158	75100	113222001000	\$ 12.70
159	75100	113222002000	\$ 12.70
160	75100	113222003000	\$ 12.70
161	75100	113222004000	\$ 12.70
162	75100	113222005000	\$ 12.70
163	75100	113222006000	\$ 12.70
164	75100	113222007000	\$ 12.70
165	75100	113222008000	\$ 12.70
166	75100	113222009000	\$ 12.70
167	75100	113222010000	\$ 12.70
168	75100	113222011000	\$ 12.70
169	75100	113222012000	\$ 12.70
170	75100	113222013000	\$ 12.70
171	75100	113222014000	\$ 12.70
172	75100	113222015000	\$ 12.70



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
173	75100	113222016000	\$ 12.70
174	75100	113223001000	\$ 12.70
175	75100	113223002000	\$ 12.70
176	75100	113223003000	\$ 12.70
177	75100	113223004000	\$ 12.70
178	75100	113223005000	\$ 12.70
179	75100	113223006000	\$ 12.70
180	75100	113223007000	\$ 12.70
181	75100	113231001000	\$ 12.70
182	75100	113231002000	\$ 12.70
183	75100	113231003000	\$ 12.70
184	75100	113231004000	\$ 12.70
185	75100	113231005000	\$ 12.70
186	75100	113231006000	\$ 12.70
187	75100	113231007000	\$ 12.70
188	75100	113231008000	\$ 12.70
189	75100	113231009000	\$ 12.70
190	75100	113231010000	\$ 12.70
191	75100	113231011000	\$ 12.70
192	75100	113231012000	\$ 12.70
193	75100	113231013000	\$ 12.70
194	75100	113231014000	\$ 12.70
195	75100	113231015000	\$ 12.70
196	75100	113231016000	\$ 12.70
197	75100	113231017000	\$ 12.70
198	75100	113231018000	\$ 12.70
199	75100	113232001000	\$ 12.70
200	75100	113232002000	\$ 12.70
201	75100	113232003000	\$ 12.70
202	75100	113232004000	\$ 12.70
203	75100	113232005000	\$ 12.70
204	75100	113232006000	\$ 12.70
205	75100	113232007000	\$ 12.70
206	75100	113232008000	\$ 12.70
207	75100	113232009000	\$ 12.70
208	75100	113232010000	\$ 12.70
209	75100	113232011000	\$ 12.70
210	75100	113232012000	\$ 12.70
211	75100	113232013000	\$ 12.70
212	75100	113232014000	\$ 12.70
213	75100	113232015000	\$ 12.70
214	75100	113232016000	\$ 12.70
215	75100	113232017000	\$ 12.70

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
216	75100	113232018000	\$ 12.70
217	75100	113232019000	\$ 12.70
218	75100	113232023000	\$ 12.70
219	75100	113232024000	\$ 12.70
220	75100	113232025000	\$ 12.70
221	75100	113232026000	\$ 12.70
222	75100	113232027000	\$ 12.70
223	75100	113232028000	\$ 12.70
224	75100	113232030000	\$ 12.70
225	75100	113232031000	\$ 12.70
226	75100	113232034000	\$ 12.70
227	75100	113233001000	\$ 12.70
228	75100	113233002000	\$ 12.70
229	75100	113233003000	\$ 12.70
230	75100	113233004000	\$ 12.70
231	75100	113233005000	\$ 12.70
232	75100	113233006000	\$ 12.70
233	75100	113234001000	\$ 12.70
234	75100	113234002000	\$ 12.70
235	75100	113234003000	\$ 12.70
236	75100	113234004000	\$ 12.70
237	75100	113234005000	\$ 12.70
238	75100	113234006000	\$ 12.70
239	75100	113234007000	\$ 12.70
240	75100	113241001000	\$ 12.70
241	75100	113241002000	\$ 12.70
242	75100	113241003000	\$ 12.70
243	75100	113241004000	\$ 12.70
244	75100	113241005000	\$ 12.70
245	75100	113241006000	\$ 12.70
246	75100	113241007000	\$ 12.70
247	75100	113241008000	\$ 12.70
248	75100	113241009000	\$ 12.70
249	75100	113241010000	\$ 12.70
250	75100	113241011000	\$ 12.70
251	75100	113241012000	\$ 12.70
252	75100	113241013000	\$ 12.70
253	75100	113241014000	\$ 12.70
254	75100	113241015000	\$ 12.70
255	75100	113241016000	\$ 12.70
256	75100	113241017000	\$ 12.70
257	75100	113241018000	\$ 12.70
258	75100	113241019000	\$ 12.70

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
259	75100	113242001000	\$ 12.70
260	75100	113242002000	\$ 12.70
261	75100	113242003000	\$ 12.70
262	75100	113242004000	\$ 12.70
263	75100	113242005000	\$ 12.70
264	75100	113242006000	\$ 12.70
265	75100	113243001000	\$ 12.70
266	75100	113243002000	\$ 12.70
267	75100	113243003000	\$ 12.70
268	75100	113251001000	\$ 12.70
269	75100	113251002000	\$ 12.70
270	75100	113251003000	\$ 12.70
271	75100	113251004000	\$ 12.70
272	75100	113251005000	\$ 12.70
273	75100	113251006000	\$ 12.70
274	75100	113251007000	\$ 17.68
275	75100	113251008000	\$ 17.68
276	75100	113252002000	\$ 12.70
277	75100	113252003000	\$ 12.70
278	75100	113252004000	\$ 12.70
279	75100	113252005000	\$ 12.70
280	75100	113252007000	\$ 12.70
281	75100	113252008000	\$ 12.70
282	75100	113252009000	\$ 12.70
283	75100	113252010000	\$ 12.70
284	75100	113252011000	\$ 12.70
285	75100	113252012000	\$ 12.70
286	75100	113253001000	\$ 12.70
287	75100	113253002000	\$ 12.70
288	75100	113253003000	\$ 12.70
289	75100	113253004000	\$ 12.70
290	75100	113253005000	\$ 12.70
291	75100	113253006000	\$ 12.70
292	75100	113253007000	\$ 12.70
293	75100	113253008000	\$ 12.70
294	75100	113253009000	\$ 12.70
295	75100	113253010000	\$ 12.70
296	75100	113253011000	\$ 12.70
297	75100	113253012000	\$ 12.70
298	75100	113253013000	\$ 12.70
299	75100	113253014000	\$ 12.70
300	75100	113253015000	\$ 12.70
301	75100	113253016000	\$ 12.70

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
302	75100	113253017000	\$ 12.70
303	75100	113253018000	\$ 12.70
304	75100	137131001000	\$ 65.04
305	75100	137131002000	\$ 16.26
306	75100	137131003000	\$ 16.26
307	75100	137131004000	\$ 32.52
308	75100	137131005000	\$ 16.26
309	75100	137131006000	\$ 32.52
310	75100	137131007000	\$ 16.26
311	75100	137131008000	\$ 16.26
312	75100	137131009000	\$ 32.52
313	75100	137131012000	\$ 16.26
314	75100	137131013000	\$ 16.26
315	75100	137131014000	\$ 16.26
316	75100	137131016000	\$ 65.04
317	75100	211014001000	\$ 12.70
318	75100	211014002000	\$ 12.70
319	75100	211014003000	\$ 12.70
320	75100	211014004000	\$ 12.70
321	75100	211014005000	\$ 12.70
322	75100	211014006000	\$ 12.70
323	75100	211014007000	\$ 12.70
324	75100	211014008000	\$ 12.70
325	75100	211014009000	\$ 12.70
326	75100	211014010000	\$ 12.70
327	75100	211014011000	\$ 12.70
328	75100	211014012000	\$ 12.70
329	75100	211014013000	\$ 12.70
330	75100	211014014000	\$ 12.70
331	75100	211014015000	\$ 12.70
332	75100	211014016000	\$ 12.70
333	75100	211014017000	\$ 12.70
334	75100	211014018000	\$ 12.70
335	75100	211014019000	\$ 12.70
336	75100	211014020000	\$ 12.70
337	75100	211014021000	\$ 12.70
338	75100	211014022000	\$ 12.70
339	75100	211014023000	\$ 12.70
340	75100	211014024000	\$ 12.70
341	75100	211014025000	\$ 12.70
342	75100	211014026000	\$ 12.70
343	75100	211014027000	\$ 12.70
344	75100	211014028000	\$ 12.70

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
345	75100	211014029000	\$ 12.70
346	75100	211014030000	\$ 12.70
347	75100	211014031000	\$ 12.70
348	75100	211014032000	\$ 12.70
349	75100	211014033000	\$ 12.70
350	75100	211014034000	\$ 12.70
351	75100	211014035000	\$ 12.70
352	75100	211014036000	\$ 12.70
353	75100	211014037000	\$ 12.70
354	75100	211014038000	\$ 12.70
355	75100	211014039000	\$ 12.70
356	75100	211014040000	\$ 12.70
357	75100	211014041000	\$ 12.70
358	75100	211014042000	\$ 12.70
359	75100	211014043000	\$ 12.70
360	75100	211014044000	\$ 8.84
361	75100	211014045000	\$ 8.84
362	75100	211014046000	\$ 8.84
363	75100	211014047000	\$ 8.84
364	75100	211014048000	\$ 8.84
365	75100	211014049000	\$ 8.84
366	75100	211014050000	\$ 8.84
367	75100	211014051000	\$ 8.84
368	75100	211014052000	\$ 8.84
369	75100	211014053000	\$ 8.84
370	75100	211014054000	\$ 8.84
371	75100	211014055000	\$ 8.84
372	75100	211014056000	\$ 8.84
373	75100	211014057000	\$ 8.84
374	75100	211014058000	\$ 8.84
375	75100	211014059000	\$ 8.84
376	75100	211014060000	\$ 8.84
377	75100	211014061000	\$ 8.84
378	75100	211014062000	\$ 8.84
379	75100	211014063000	\$ 8.84
380	75100	211014064000	\$ 8.84
381	75100	211014065000	\$ 8.84
382	75100	211014066000	\$ 8.84
383	75100	211014067000	\$ 8.84
384	75100	211014068000	\$ 8.84
385	75100	211014069000	\$ 8.84
386	75100	211014070000	\$ 8.84
387	75100	211014071000	\$ 8.84

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
388	75100	211014072000	\$ 8.84
389	75100	211014073000	\$ 8.84
390	75100	211014074000	\$ 8.84
391	75100	211014075000	\$ 8.84
392	75100	211014076000	\$ 8.84
393	75100	211014077000	\$ 8.84
394	75100	211014078000	\$ 8.84
395	75100	211014079000	\$ 8.84
396	75100	211014080000	\$ 8.84
397	75100	211014081000	\$ 8.84
398	75100	211014082000	\$ 8.84
399	75100	211014083000	\$ 8.84
400	75100	211014084000	\$ 8.84
401	75100	211014085000	\$ 8.84
402	75100	211014086000	\$ 8.84
403	75100	211014087000	\$ 8.84
404	75100	211014088000	\$ 8.84
405	75100	211014089000	\$ 8.84
406	75100	211014090000	\$ 8.84
407	75100	211014091000	\$ 8.84
408	75100	211014092000	\$ 8.84
409	75100	211014093000	\$ 8.84
410	75100	211014094000	\$ 8.84
411	75100	211014095000	\$ 8.84
412	75100	211014096000	\$ 8.84
413	75100	211014097000	\$ 8.84
414	75100	211014098000	\$ 8.84
415	75100	211014099000	\$ 8.84
416	75100	211014100000	\$ 8.84
417	75100	211014101000	\$ 8.84
418	75100	211014102000	\$ 8.84
419	75100	211014103000	\$ 8.84
420	75100	211014104000	\$ 12.70
421	75100	211014105000	\$ 8.84
422	75100	211014106000	\$ 8.84
423	75100	211014107000	\$ 8.84
424	75100	211014108000	\$ 8.84
425	75100	211014109000	\$ 8.84
426	75100	211014110000	\$ 8.84
427	75100	211014111000	\$ 8.84
428	75100	211014112000	\$ 8.84
429	75100	211014113000	\$ 8.84
430	75100	211014114000	\$ 8.84

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
431	75100	211014115000	\$ 8.84
432	75100	211014116000	\$ 8.84
433	75100	211014117000	\$ 8.84
434	75100	211014118000	\$ 8.84
435	75100	211014119000	\$ 8.84
436	75100	211014120000	\$ 8.84
437	75100	211014121000	\$ 8.84
438	75100	211014122000	\$ 12.70
439	75100	211014123000	\$ 12.70
440	75100	211014125000	\$ 8.84
441	75100	211014126000	\$ 8.84
442	75100	211014127000	\$ 59.02
443	75100	211014128000	\$ 8.84
444	75100	211014129000	\$ 8.84
445	75100	211014130000	\$ 8.84
446	75100	211014131000	\$ 8.84
447	75100	211014132000	\$ 8.84
448	75100	211014133000	\$ 8.84
449	75100	211014134000	\$ 8.84
450	75100	211014135000	\$ 8.84
451	75100	211014136000	\$ 8.84
452	75100	211161001000	\$ 12.70
453	75100	211161002000	\$ 12.70
454	75100	211161003000	\$ 12.70
455	75100	211161004000	\$ 12.70
456	75100	211161005000	\$ 12.70
457	75100	211161006000	\$ 12.70
458	75100	211161007000	\$ 12.70
459	75100	211161008000	\$ 12.70
460	75100	211161009000	\$ 12.70
461	75100	211161010000	\$ 12.70
462	75100	211161011000	\$ 12.70
463	75100	211161012000	\$ 12.70
464	75100	211161013000	\$ 12.70
465	75100	211161014000	\$ 12.70
466	75100	211161015000	\$ 12.70
467	75100	211161016000	\$ 12.70
468	75100	211161017000	\$ 12.70
469	75100	211161018000	\$ 12.70
470	75100	211161019000	\$ 12.70
471	75100	211162001000	\$ 12.70
472	75100	211162002000	\$ 12.70
473	75100	211162003000	\$ 12.70

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
474	75100	211162004000	\$ 12.70
475	75100	211162005000	\$ 12.70
476	75100	211162006000	\$ 12.70
477	75100	211162007000	\$ 12.70
478	75100	211162008000	\$ 12.70
479	75100	211162009000	\$ 12.70
480	75100	211162010000	\$ 12.70
481	75100	211162011000	\$ 12.70
482	75100	211162012000	\$ 12.70
483	75100	211162013000	\$ 12.70
484	75100	211162014000	\$ 12.70
485	75100	211162015000	\$ 12.70
486	75100	211162016000	\$ 12.70
487	75100	211162017000	\$ 12.70
488	75100	211162018000	\$ 12.70
489	75100	211162019000	\$ 12.70
490	75100	211162020000	\$ 12.70
491	75100	211162021000	\$ 48.56
492	75100	211171001000	\$ 12.70
493	75100	211171002000	\$ 12.70
494	75100	211171003000	\$ 12.70
495	75100	211171004000	\$ 12.70
496	75100	211171005000	\$ 12.70
497	75100	211171006000	\$ 12.70
498	75100	211171007000	\$ 12.70
499	75100	211171008000	\$ 12.70
500	75100	211171009000	\$ 12.70
501	75100	211171010000	\$ 12.70
502	75100	211171011000	\$ 12.70
503	75100	211171012000	\$ 12.70
504	75100	211171013000	\$ 12.70
505	75100	211171014000	\$ 12.70
506	75100	211171015000	\$ 12.70
507	75100	211171016000	\$ 12.70
508	75100	211171017000	\$ 12.70
509	75100	211172001000	\$ 12.70
510	75100	211172002000	\$ 12.70
511	75100	211172003000	\$ 12.70
512	75100	211172004000	\$ 12.70
513	75100	211172005000	\$ 12.70
514	75100	211172006000	\$ 12.70
515	75100	211172007000	\$ 12.70
516	75100	211172008000	\$ 12.70



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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
517	75100	211172009000	\$ 12.70
518	75100	211172010000	\$ 12.70
519	75100	211172011000	\$ 12.70
520	75100	211172012000	\$ 12.70
521	75100	211172013000	\$ 12.70
522	75100	211172014000	\$ 12.70
523	75100	211181001000	\$ 12.70
524	75100	211181002000	\$ 12.70
525	75100	211181003000	\$ 8.84
526	75100	211181004000	\$ 12.70
527	75100	211181005000	\$ 12.70
528	75100	211181006000	\$ 12.70
529	75100	211181007000	\$ 12.70
530	75100	211181008000	\$ 12.70
531	75100	211181009000	\$ 12.70
532	75100	211181010000	\$ 12.70
533	75100	211181011000	\$ 12.70
534	75100	211181012000	\$ 12.70
535	75100	211181013000	\$ 12.70
536	75100	211181014000	\$ 12.70
537	75100	211181015000	\$ 12.70
538	75100	211181016000	\$ 12.70
539	75100	211181017000	\$ 12.70
540	75100	211181018000	\$ 12.70
541	75100	211181019000	\$ 12.70
542	75100	211182001000	\$ 12.70
543	75100	211182002000	\$ 12.70
544	75100	211182003000	\$ 12.70
545	75100	211182004000	\$ 12.70
546	75100	211182005000	\$ 12.70
547	75100	211182006000	\$ 12.70
548	75100	211182007000	\$ 12.70
549	75100	211182008000	\$ 12.70
550	75100	211182009000	\$ 12.70
551	75100	211182010000	\$ 12.70
552	75100	211182011000	\$ 12.70
553	75100	211182012000	\$ 12.70
554	75100	211182013000	\$ 12.70
555	75100	211182014000	\$ 12.70
556	75100	211182015000	\$ 12.70
557	75100	211182016000	\$ 12.70
558	75100	211182017000	\$ 12.70
559	75100	211182018000	\$ 12.70

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
560	75100	211182019000	\$ 12.70
561	75100	211182020000	\$ 12.70
562	75100	211182021000	\$ 12.70
563	75100	211191001000	\$ 217.88
564	75100	211191002000	\$ 12.70
565	75100	211191003000	\$ 12.70
566	75100	211191004000	\$ 12.70
567	75100	211191005000	\$ 12.70
568	75100	211191006000	\$ 12.70
569	75100	211191007000	\$ 12.70
570	75100	211191008000	\$ 12.70
571	75100	211191009000	\$ 12.70
572	75100	211191010000	\$ 12.70
573	75100	211191011000	\$ 12.70
574	75100	211191012000	\$ 12.70
575	75100	211191013000	\$ 12.70
576	75100	211191014000	\$ 12.70
577	75100	211191015000	\$ 12.70
578	75100	211191016000	\$ 12.70
579	75100	211191017000	\$ 12.70
580	75100	211191018000	\$ 12.70
581	75100	211191019000	\$ 12.70
582	75100	211191020000	\$ 12.70
583	75100	211191021000	\$ 12.70
584	75100	211191022000	\$ 12.70
585	75100	211191023000	\$ 12.70
586	75100	211191024000	\$ 12.70
587	75100	211191025000	\$ 12.70
588	75100	211191026000	\$ 12.70
589	75100	211191027000	\$ 12.70
590	75100	211191028000	\$ 12.70
591	75100	211191029000	\$ 12.70
592	75100	211191030000	\$ 12.70
593	75100	211191031000	\$ 12.70
594	75100	211191032000	\$ 12.70
595	75100	211191033000	\$ 12.70
596	75100	211191034000	\$ 12.70
597	75100	211191035000	\$ 12.70
598	75100	211191036000	\$ 12.70
599	75100	211191037000	\$ 12.70
600	75100	211191038000	\$ 12.70
601	75100	211191039000	\$ 12.70
602	75100	211191040000	\$ 12.70

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
603	75100	211191041000	\$ 12.70
604	75100	211191042000	\$ 12.70
605	75100	211191043000	\$ 12.70
606	75100	211191044000	\$ 12.70
607	75100	211191045000	\$ 12.70
608	75100	211191046000	\$ 12.70
609	75100	211191047000	\$ 12.70
610	75100	211191048000	\$ 12.70
611	75100	211191049000	\$ 12.70
612	75100	211191050000	\$ 12.70
613	75100	211191051000	\$ 12.70
614	75100	211191052000	\$ 12.70
615	75100	211191053000	\$ 12.70
616	75100	211191054000	\$ 12.70
617	75100	211191055000	\$ 12.70
618	75100	211191056000	\$ 12.70
619	75100	211191057000	\$ 12.70
620	75100	211191058000	\$ 12.70
621	75100	211191059000	\$ 12.70
622	75100	211191060000	\$ 12.70
623	75100	211191061000	\$ 12.70
624	75100	211201001000	\$ 12.70
625	75100	211201002000	\$ 12.70
626	75100	211201003000	\$ 12.70
627	75100	211201004000	\$ 12.70
628	75100	211201005000	\$ 12.70
629	75100	211201006000	\$ 12.70
630	75100	211201007000	\$ 12.70
631	75100	211201008000	\$ 12.70
632	75100	211201009000	\$ 12.70
633	75100	211201010000	\$ 12.70
634	75100	211201011000	\$ 12.70
635	75100	211201012000	\$ 12.70
636	75100	211201013000	\$ 12.70
637	75100	211201014000	\$ 12.70
638	75100	211201015000	\$ 12.70
639	75100	211201016000	\$ 12.70
640	75100	211201017000	\$ 12.70
641	75100	211201018000	\$ 12.70
642	75100	211202001000	\$ 98.36
643	75100	211211001000	\$ 12.70
644	75100	211211002000	\$ 12.70
645	75100	211211003000	\$ 12.70

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
646	75100	211211004000	\$ 12.70
647	75100	211211005000	\$ 12.70
648	75100	211211006000	\$ 12.70
649	75100	211211007000	\$ 12.70
650	75100	211211008000	\$ 12.70
651	75100	211211009000	\$ 12.70
652	75100	211211010000	\$ 12.70
653	75100	211211011000	\$ 12.70
654	75100	211211012000	\$ 12.70
655	75100	211212001000	\$ 12.70
656	75100	211212002000	\$ 12.70
657	75100	211212003000	\$ 12.70
658	75100	211212004000	\$ 12.70
659	75100	211212005000	\$ 12.70
660	75100	211212006000	\$ 12.70
661	75100	211212007000	\$ 12.70
662	75100	211212008000	\$ 12.70
663	75100	211212009000	\$ 12.70
664	75100	211212010000	\$ 12.70
665	75100	211212011000	\$ 12.70
666	75100	211212012000	\$ 12.70
667	75100	211212013000	\$ 12.70
668	75100	211212014000	\$ 12.70
669	75100	211212015000	\$ 12.70
670	75100	211212016000	\$ 12.70
671	75100	211212017000	\$ 12.70
672	75100	211212018000	\$ 12.70
673	75100	211212019000	\$ 12.70
674	75100	211212020000	\$ 12.70
675	75100	211212021000	\$ 12.70
676	75100	211212022000	\$ 12.70
677	75100	211212023000	\$ 12.70
678	75100	211212024000	\$ 12.70
679	75100	211212025000	\$ 12.70
680	75100	211212026000	\$ 12.70
681	75100	211212027000	\$ 12.70
682	75100	211212028000	\$ 12.70
683	75100	211212029000	\$ 12.70
684	75100	211212030000	\$ 12.70
685	75100	211212031000	\$ 12.70
686	75100	211212032000	\$ 12.70
687	75100	211212033000	\$ 12.70
688	75100	211212034000	\$ 12.70

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
689	75100	211213001000	\$ 12.70
690	75100	211213002000	\$ 12.70
691	75100	211213003000	\$ 12.70
692	75100	211213004000	\$ 12.70
693	75100	211213005000	\$ 12.70
694	75100	211213006000	\$ 12.70
695	75100	211213007000	\$ 8.84
696	75100	211214001000	\$ 12.70
697	75100	211214002000	\$ 12.70
698	75100	211214003000	\$ 12.70
699	75100	211214004000	\$ 12.70
700	75100	211214005000	\$ 12.70
701	75100	211214006000	\$ 12.70
702	75100	211214007000	\$ 12.70
703	75100	211214008000	\$ 12.70
704	75100	211214009000	\$ 12.70
705	75100	211214010000	\$ 12.70
706	75100	211214011000	\$ 12.70
707	75100	211214012000	\$ 12.70
708	75100	211214013000	\$ 12.70
709	75100	211214014000	\$ 12.70
710	75100	211214015000	\$ 12.70
711	75100	211214016000	\$ 12.70
712	75100	211214017000	\$ 12.70
713	75100	211214018000	\$ 12.70
714	75100	211214019000	\$ 12.70
715	75100	211214020000	\$ 12.70
716	75100	211214021000	\$ 12.70
717	75100	211214022000	\$ 12.70
718	75100	211214023000	\$ 12.70
719	75100	211214024000	\$ 12.70
720	75100	211214026000	\$ 12.70
<b>Parcel Count: 720</b>		Total CSA No. 9	<b>\$ 9,513.40</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 15  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

**WHEREAS**, the County Service Area 15-Serra Village/Toro Park (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

**NOW, THEREFORE**, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1,” regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1,” the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	75400	161021012000	\$ 34.64
2	75400	161021017000	\$ 34.64
3	75400	161021018000	\$ 34.64
4	75400	161021021000	\$ 34.64
5	75400	161021022000	\$ 34.64
6	75400	161041019000	\$ 34.64
7	75400	161041027000	\$ 34.64
8	75400	161041028000	\$ 34.64
9	75400	161041035000	\$ 34.64
10	75400	161041036000	\$ 34.64
11	75400	161041037000	\$ 34.64
12	75400	161041038000	\$ 34.64
13	75400	161041039000	\$ 34.64
14	75400	161041043000	\$ 34.64
15	75400	161041044000	\$ 34.64
16	75400	161041045000	\$ 34.64
17	75400	161041046000	\$ 34.64
18	75400	161041047000	\$ 34.64
19	75400	161041048000	\$ 34.64
20	75400	161041049000	\$ 34.64
21	75400	161042001000	\$ 34.64
22	75400	161042002000	\$ 34.64
23	75400	161042003000	\$ 34.64
24	75400	161042004000	\$ 34.64
25	75400	161042005000	\$ 34.64
26	75400	161042006000	\$ 34.64
27	75400	161042007000	\$ 34.64
28	75400	161042008000	\$ 34.64
29	75400	161042009000	\$ 34.64
30	75400	161042010000	\$ 34.64
31	75400	161042011000	\$ 34.64
32	75400	161042012000	\$ 34.64
33	75400	161042013000	\$ 34.64
34	75400	161042014000	\$ 34.64
35	75400	161042015000	\$ 34.64
36	75400	161042016000	\$ 34.64
37	75400	161042017000	\$ 34.64
38	75400	161042018000	\$ 34.64
39	75400	161042019000	\$ 34.64
40	75400	161042022000	\$ 34.64
41	75400	161042023000	\$ 34.64
42	75400	161042024000	\$ 34.64
43	75400	161042025000	\$ 34.64
44	75400	161042026000	\$ 34.64
45	75400	161042027000	\$ 34.64



## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	75400	161042028000	\$ 34.64
47	75400	161042029000	\$ 34.64
48	75400	161042031000	\$ 34.64
49	75400	161042032000	\$ 34.64
50	75400	161042033000	\$ 34.64
51	75400	161042034000	\$ 34.64
52	75400	161043001000	\$ 34.64
53	75400	161043002000	\$ 34.64
54	75400	161043003000	\$ 34.64
55	75400	161043004000	\$ 34.64
56	75400	161043005000	\$ 34.64
57	75400	161043006000	\$ 34.64
58	75400	161043007000	\$ 34.64
59	75400	161043008000	\$ 34.64
60	75400	161043009000	\$ 34.64
61	75400	161043010000	\$ 34.64
62	75400	161043011000	\$ 34.64
63	75400	161043012000	\$ 34.64
64	75400	161043013000	\$ 34.64
65	75400	161043014000	\$ 34.64
66	75400	161043015000	\$ 34.64
67	75400	161043016000	\$ 34.64
68	75400	161043017000	\$ 34.64
69	75400	161043018000	\$ 34.64
70	75400	161043019000	\$ 34.64
71	75400	161043020000	\$ 34.64
72	75400	161043021000	\$ 34.64
73	75400	161043022000	\$ 34.64
74	75400	161043023000	\$ 34.64
75	75400	161043024000	\$ 34.64
76	75400	161043025000	\$ 34.64
77	75400	161043026000	\$ 34.64
78	75400	161043027000	\$ 34.64
79	75400	161043028000	\$ 34.64
80	75400	161043029000	\$ 34.64
81	75400	161043030000	\$ 34.64
82	75400	161043031000	\$ 34.64
83	75400	161043032000	\$ 34.64
84	75400	161043033000	\$ 34.64
85	75400	161043034000	\$ 34.64
86	75400	161043035000	\$ 34.64
87	75400	161043036000	\$ 34.64
88	75400	161043037000	\$ 34.64
89	75400	161043038000	\$ 34.64
90	75400	161043039000	\$ 34.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
91	75400	161043040000	\$ 34.64
92	75400	161043041000	\$ 34.64
93	75400	161271002000	\$ 34.64
94	75400	161271003000	\$ 34.64
95	75400	161271004000	\$ 34.64
96	75400	161271005000	\$ 34.64
97	75400	161271006000	\$ 34.64
98	75400	161271007000	\$ 34.64
99	75400	161271008000	\$ 34.64
100	75400	161271009000	\$ 34.64
101	75400	161271010000	\$ 34.64
102	75400	161271011000	\$ 34.64
103	75400	161271012000	\$ 34.64
104	75400	161271013000	\$ 34.64
105	75400	161271014000	\$ 34.64
106	75400	161271015000	\$ 34.64
107	75400	161272001000	\$ 34.64
108	75400	161272002000	\$ 34.64
109	75400	161272003000	\$ 34.64
110	75400	161272004000	\$ 34.64
111	75400	161272005000	\$ 34.64
112	75400	161272006000	\$ 34.64
113	75400	161272007000	\$ 34.64
114	75400	161272008000	\$ 34.64
115	75400	161272009000	\$ 34.64
116	75400	161272010000	\$ 34.64
117	75400	161272011000	\$ 34.64
118	75400	161272012000	\$ 34.64
119	75400	161272013000	\$ 34.64
120	75400	161272014000	\$ 34.64
121	75400	161272015000	\$ 34.64
122	75400	161272016000	\$ 34.64
123	75400	161272017000	\$ 34.64
124	75400	161272018000	\$ 34.64
125	75400	161272019000	\$ 34.64
126	75400	161272020000	\$ 34.64
127	75400	161272021000	\$ 34.64
128	75400	161272022000	\$ 34.64
129	75400	161272023000	\$ 34.64
130	75400	161272024000	\$ 34.64
131	75400	161272025000	\$ 34.64
132	75400	161272026000	\$ 34.64
133	75400	161272027000	\$ 34.64
134	75400	161272028000	\$ 34.64
135	75400	161272029000	\$ 34.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
136	75400	161272030000	\$ 34.64
137	75400	161272031000	\$ 34.64
138	75400	161272032000	\$ 34.64
139	75400	161272033000	\$ 34.64
140	75400	161274002000	\$ 34.64
141	75400	161274003000	\$ 34.64
142	75400	161274004000	\$ 34.64
143	75400	161274005000	\$ 34.64
144	75400	161274006000	\$ 34.64
145	75400	161274007000	\$ 34.64
146	75400	161281001000	\$ 34.64
147	75400	161281002000	\$ 34.64
148	75400	161281003000	\$ 34.64
149	75400	161281004000	\$ 34.64
150	75400	161281005000	\$ 34.64
151	75400	161281006000	\$ 34.64
152	75400	161281007000	\$ 34.64
153	75400	161281008000	\$ 34.64
154	75400	161281009000	\$ 34.64
155	75400	161281014000	\$ 34.64
156	75400	161281015000	\$ 34.64
157	75400	161281016000	\$ 34.64
158	75400	161281017000	\$ 34.64
159	75400	161281019000	\$ 34.64
160	75400	161281020000	\$ 34.64
161	75400	161281021000	\$ 34.64
162	75400	161291001000	\$ 34.64
163	75400	161291002000	\$ 34.64
164	75400	161291003000	\$ 34.64
165	75400	161291004000	\$ 34.64
166	75400	161291005000	\$ 34.64
167	75400	161291006000	\$ 34.64
168	75400	161291007000	\$ 34.64
169	75400	161291008000	\$ 34.64
170	75400	161291009000	\$ 34.64
171	75400	161292001000	\$ 34.64
172	75400	161292002000	\$ 34.64
173	75400	161292003000	\$ 34.64
174	75400	161292004000	\$ 34.64
175	75400	161292005000	\$ 34.64
176	75400	161292006000	\$ 34.64
177	75400	161292007000	\$ 34.64
178	75400	161292008000	\$ 34.64
179	75400	161292009000	\$ 34.64
180	75400	161292010000	\$ 34.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
181	75400	161292011000	\$ 34.64
182	75400	161292012000	\$ 34.64
183	75400	161292013000	\$ 34.64
184	75400	161292014000	\$ 34.64
185	75400	161292015000	\$ 34.64
186	75400	161292016000	\$ 34.64
187	75400	161292017000	\$ 34.64
188	75400	161292018000	\$ 34.64
189	75400	161292019000	\$ 34.64
190	75400	161292020000	\$ 34.64
191	75400	161292021000	\$ 34.64
192	75400	161292022000	\$ 34.64
193	75400	161293004000	\$ 34.64
194	75400	161293006000	\$ 34.64
195	75400	161293011000	\$ 34.64
196	75400	161293012000	\$ 34.64
197	75400	161293013000	\$ 34.64
198	75400	161301001000	\$ 34.64
199	75400	161301002000	\$ 34.64
200	75400	161301003000	\$ 34.64
201	75400	161301004000	\$ 34.64
202	75400	161301005000	\$ 34.64
203	75400	161301006000	\$ 34.64
204	75400	161301007000	\$ 34.64
205	75400	161301008000	\$ 34.64
206	75400	161302001000	\$ 34.64
207	75400	161302002000	\$ 34.64
208	75400	161302003000	\$ 34.64
209	75400	161302004000	\$ 34.64
210	75400	161302005000	\$ 34.64
211	75400	161302006000	\$ 34.64
212	75400	161302007000	\$ 34.64
213	75400	161302008000	\$ 34.64
214	75400	161302009000	\$ 34.64
215	75400	161302010000	\$ 34.64
216	75400	161302011000	\$ 34.64
217	75400	161302012000	\$ 34.64
218	75400	161302013000	\$ 34.64
219	75400	161302014000	\$ 34.64
220	75400	161302015000	\$ 34.64
221	75400	161302016000	\$ 34.64
222	75400	161302017000	\$ 34.64
223	75400	161302018000	\$ 34.64
224	75400	161302019000	\$ 34.64
225	75400	161302020000	\$ 34.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
226	75400	161302021000	\$ 34.64
227	75400	161302022000	\$ 34.64
228	75400	161302023000	\$ 34.64
229	75400	161302024000	\$ 34.64
230	75400	161302025000	\$ 34.64
231	75400	161302027000	\$ 34.64
232	75400	161311001000	\$ 34.64
233	75400	161311002000	\$ 34.64
234	75400	161311003000	\$ 34.64
235	75400	161311004000	\$ 34.64
236	75400	161311005000	\$ 34.64
237	75400	161311006000	\$ 34.64
238	75400	161311007000	\$ 34.64
239	75400	161311008000	\$ 34.64
240	75400	161311009000	\$ 34.64
241	75400	161311010000	\$ 34.64
242	75400	161311011000	\$ 34.64
243	75400	161311012000	\$ 34.64
244	75400	161311013000	\$ 34.64
245	75400	161311014000	\$ 34.64
246	75400	161311015000	\$ 34.64
247	75400	161311016000	\$ 34.64
248	75400	161311017000	\$ 34.64
249	75400	161311018000	\$ 34.64
250	75400	161311019000	\$ 34.64
251	75400	161311020000	\$ 34.64
252	75400	161311025000	\$ 34.64
253	75400	161311026000	\$ 34.64
254	75400	161311027000	\$ 34.64
255	75400	161311028000	\$ 34.64
256	75400	161311029000	\$ 34.64
257	75400	161311030000	\$ 34.64
258	75400	161311031000	\$ 34.64
259	75400	161311032000	\$ 34.64
260	75400	161311033000	\$ 34.64
261	75400	161311034000	\$ 34.64
262	75400	161311035000	\$ 34.64
263	75400	161311036000	\$ 34.64
264	75400	161311037000	\$ 34.64
265	75400	161311038000	\$ 34.64
266	75400	161311039000	\$ 34.64
267	75400	161312001000	\$ 34.64
268	75400	161312002000	\$ 34.64
269	75400	161312003000	\$ 34.64
270	75400	161312004000	\$ 34.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
271	75400	161312005000	\$ 34.64
272	75400	161312006000	\$ 34.64
273	75400	161312007000	\$ 34.64
274	75400	161312008000	\$ 34.64
275	75400	161312009000	\$ 34.64
276	75400	161312010000	\$ 34.64
277	75400	161312011000	\$ 34.64
278	75400	161312012000	\$ 34.64
279	75400	161312013000	\$ 34.64
280	75400	161312014000	\$ 34.64
281	75400	161321001000	\$ 34.64
282	75400	161321002000	\$ 34.64
283	75400	161321003000	\$ 34.64
284	75400	161321004000	\$ 34.64
285	75400	161321005000	\$ 34.64
286	75400	161321006000	\$ 34.64
287	75400	161321007000	\$ 34.64
288	75400	161321008000	\$ 34.64
289	75400	161321009000	\$ 34.64
290	75400	161321010000	\$ 34.64
291	75400	161321011000	\$ 34.64
292	75400	161321012000	\$ 34.64
293	75400	161321013000	\$ 34.64
294	75400	161321014000	\$ 34.64
295	75400	161321015000	\$ 34.64
296	75400	161321016000	\$ 34.64
297	75400	161321017000	\$ 34.64
298	75400	161321018000	\$ 34.64
299	75400	161321019000	\$ 34.64
300	75400	161321020000	\$ 34.64
301	75400	161321021000	\$ 34.64
302	75400	161321022000	\$ 34.64
303	75400	161321023000	\$ 34.64
304	75400	161321024000	\$ 34.64
305	75400	161321025000	\$ 34.64
306	75400	161321026000	\$ 34.64
307	75400	161321027000	\$ 34.64
308	75400	161321028000	\$ 34.64
309	75400	161322001000	\$ 34.64
310	75400	161322002000	\$ 34.64
311	75400	161322003000	\$ 34.64
312	75400	161322004000	\$ 34.64
313	75400	161322005000	\$ 34.64
314	75400	161322006000	\$ 34.64
315	75400	161322007000	\$ 34.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
316	75400	161322008000	\$ 34.64
317	75400	161322009000	\$ 34.64
318	75400	161322010000	\$ 34.64
319	75400	161322011000	\$ 34.64
320	75400	161322012000	\$ 34.64
321	75400	161322013000	\$ 34.64
322	75400	161322014000	\$ 34.64
323	75400	161322015000	\$ 34.64
324	75400	161322016000	\$ 34.64
325	75400	161322017000	\$ 34.64
326	75400	161322018000	\$ 34.64
327	75400	161322019000	\$ 34.64
328	75400	161322020000	\$ 34.64
329	75400	161322021000	\$ 34.64
330	75400	161322022000	\$ 34.64
331	75400	161322023000	\$ 34.64
332	75400	161322024000	\$ 34.64
333	75400	161322025000	\$ 34.64
334	75400	161322026000	\$ 34.64
335	75400	161322027000	\$ 34.64
336	75400	161322028000	\$ 34.64
337	75400	161322029000	\$ 34.64
338	75400	161322030000	\$ 34.64
339	75400	161323001000	\$ 34.64
340	75400	161323002000	\$ 34.64
341	75400	161323003000	\$ 34.64
342	75400	161323004000	\$ 34.64
343	75400	161323005000	\$ 34.64
344	75400	161323006000	\$ 34.64
345	75400	161323007000	\$ 34.64
346	75400	161323008000	\$ 34.64
347	75400	161323009000	\$ 34.64
348	75400	161323010000	\$ 34.64
349	75400	161323011000	\$ 34.64
350	75400	161323012000	\$ 34.64
351	75400	161323013000	\$ 34.64
352	75400	161331001000	\$ 34.64
353	75400	161331002000	\$ 34.64
354	75400	161331003000	\$ 34.64
355	75400	161331006000	\$ 34.64
356	75400	161331007000	\$ 34.64
357	75400	161331008000	\$ 34.64
358	75400	161331009000	\$ 34.64
359	75400	161331010000	\$ 34.64
360	75400	161331011000	\$ 34.64

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
361	75400	161332001000	\$ 34.64
362	75400	161332003000	\$ 34.64
363	75400	161332004000	\$ 34.64
364	75400	161332005000	\$ 34.64
365	75400	161332006000	\$ 34.64
366	75400	161332007000	\$ 34.64
367	75400	161332008000	\$ 34.64
368	75400	161332009000	\$ 34.64
369	75400	161332010000	\$ 34.64
370	75400	161332011000	\$ 34.64
371	75400	161332012000	\$ 34.64
372	75400	161332013000	\$ 34.64
373	75400	161332014000	\$ 34.64
374	75400	161332015000	\$ 34.64
375	75400	161332016000	\$ 34.64
376	75400	161333001000	\$ 34.64
377	75400	161333002000	\$ 34.64
378	75400	161333003000	\$ 34.64
379	75400	161333004000	\$ 34.64
380	75400	161333005000	\$ 34.64
381	75400	161333006000	\$ 34.64
382	75400	161333007000	\$ 34.64
383	75400	161341002000	\$ 34.64
384	75400	161341003000	\$ 34.64
385	75400	161341004000	\$ 34.64
386	75400	161341005000	\$ 34.64
387	75400	161341006000	\$ 34.64
388	75400	161341007000	\$ 34.64
389	75400	161341008000	\$ 34.64
390	75400	161341009000	\$ 34.64
391	75400	161341011000	\$ 34.64
392	75400	161341012000	\$ 34.64
393	75400	161341014000	\$ 34.64
394	75400	161341015000	\$ 34.64
395	75400	161341016000	\$ 34.64
396	75400	161341017000	\$ 34.64
397	75400	161341018000	\$ 34.64
398	75400	161341019000	\$ 34.64
399	75400	161341020000	\$ 34.64
400	75400	161341021000	\$ 34.64
401	75400	161341022000	\$ 34.64
402	75400	161341023000	\$ 34.64
403	75400	161341025000	\$ 34.64
404	75400	161341026000	\$ 34.64
405	75400	161341027000	\$ 34.64



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
406	75400	161341028000	\$ 34.64
407	75400	161341029000	\$ 34.64
408	75400	161341030000	\$ 34.64
409	75400	161341031000	\$ 34.64
410	75400	161341032000	\$ 34.64
411	75400	161341033000	\$ 34.64
412	75400	161342001000	\$ 34.64
413	75400	161342002000	\$ 34.64
414	75400	161342003000	\$ 34.64
415	75400	161342004000	\$ 34.64
416	75400	161342005000	\$ 34.64
417	75400	161342006000	\$ 34.64
418	75400	161342007000	\$ 34.64
419	75400	161342008000	\$ 34.64
420	75400	161342009000	\$ 34.64
421	75400	161342010000	\$ 34.64
422	75400	161342011000	\$ 34.64
423	75400	161342012000	\$ 34.64
424	75400	161342013000	\$ 34.64
425	75400	161342014000	\$ 34.64
426	75400	161342015000	\$ 34.64
427	75400	161342016000	\$ 34.64
428	75400	161342017000	\$ 34.64
429	75400	161342018000	\$ 34.64
430	75400	161342019000	\$ 34.64
431	75400	161342020000	\$ 34.64
432	75400	161343001000	\$ 34.64
433	75400	161343002000	\$ 34.64
434	75400	161343003000	\$ 34.64
435	75400	161343004000	\$ 34.64
436	75400	161343005000	\$ 34.64
437	75400	161343006000	\$ 34.64
438	75400	161343007000	\$ 34.64
439	75400	161343008000	\$ 34.64
440	75400	161343009000	\$ 34.64
441	75400	161343010000	\$ 34.64
442	75400	161343011000	\$ 34.64
443	75400	161343012000	\$ 34.64
444	75400	161343013000	\$ 34.64
445	75400	161343014000	\$ 34.64
446	75400	161343015000	\$ 34.64
447	75400	161343016000	\$ 34.64
448	75400	161343017000	\$ 34.64
449	75400	161343018000	\$ 34.64
450	75400	161343019000	\$ 34.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
451	75400	161343020000	\$ 34.64
452	75400	161343021000	\$ 34.64
453	75400	161343022000	\$ 34.64
454	75400	161343023000	\$ 34.64
455	75400	161343024000	\$ 34.64
456	75400	161343025000	\$ 34.64
457	75400	161343026000	\$ 34.64
458	75400	161343027000	\$ 34.64
459	75400	161343028000	\$ 34.64
460	75400	161343029000	\$ 34.64
461	75400	161351001000	\$ 34.64
462	75400	161351002000	\$ 34.64
463	75400	161351003000	\$ 34.64
464	75400	161351004000	\$ 34.64
465	75400	161351005000	\$ 34.64
466	75400	161351006000	\$ 34.64
467	75400	161351007000	\$ 34.64
468	75400	161351008000	\$ 34.64
469	75400	161351009000	\$ 34.64
470	75400	161351010000	\$ 34.64
471	75400	161351011000	\$ 34.64
472	75400	161351012000	\$ 34.64
473	75400	161351013000	\$ 34.64
474	75400	161351014000	\$ 34.64
475	75400	161352004000	\$ 34.64
476	75400	161352005000	\$ 34.64
477	75400	161352006000	\$ 34.64
478	75400	161352007000	\$ 34.64
479	75400	161352008000	\$ 34.64
480	75400	161352009000	\$ 34.64
481	75400	161352010000	\$ 34.64
482	75400	161352011000	\$ 34.64
483	75400	161352012000	\$ 34.64
484	75400	161352013000	\$ 34.64
485	75400	161352014000	\$ 34.64
486	75400	161352015000	\$ 34.64
487	75400	161352016000	\$ 34.64
488	75400	161352017000	\$ 34.64
489	75400	161352018000	\$ 34.64
490	75400	161352019000	\$ 34.64
491	75400	161352020000	\$ 34.64
492	75400	161352021000	\$ 34.64
493	75400	161352022000	\$ 34.64
494	75400	161352023000	\$ 34.64
495	75400	161352024000	\$ 34.64

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
496	75400	161352025000	\$ 34.64
497	75400	161352026000	\$ 34.64
498	75400	161352027000	\$ 34.64
499	75400	161352030000	\$ 34.64
500	75400	161352031000	\$ 34.64
501	75400	161401001000	\$ 34.64
502	75400	161401002000	\$ 34.64
503	75400	161401003000	\$ 34.64
504	75400	161401004000	\$ 34.64
505	75400	161401005000	\$ 34.64
506	75400	161401006000	\$ 34.64
507	75400	161401007000	\$ 34.64
508	75400	161401008000	\$ 34.64
509	75400	161401009000	\$ 34.64
510	75400	161401010000	\$ 34.64
511	75400	161401011000	\$ 34.64
512	75400	161401012000	\$ 34.64
513	75400	161401013000	\$ 34.64
514	75400	161401014000	\$ 34.64
515	75400	161401015000	\$ 34.64
516	75400	161401016000	\$ 34.64
517	75400	161401017000	\$ 34.64
518	75400	161401018000	\$ 34.64
519	75400	161401019000	\$ 34.64
520	75400	161401020000	\$ 34.64
521	75400	161401021000	\$ 34.64
522	75400	161401022000	\$ 34.64
523	75400	161401023000	\$ 34.64
524	75400	161401024000	\$ 34.64
525	75400	161401025000	\$ 34.64
526	75400	161401026000	\$ 34.64
527	75400	161401027000	\$ 34.64
528	75400	161401028000	\$ 34.64
529	75400	161401029000	\$ 34.64
530	75400	161401030000	\$ 34.64
531	75400	161401031000	\$ 34.64
532	75400	161401032000	\$ 34.64
533	75400	161401040000	\$ 34.64
534	75400	161421001000	\$ 34.64
535	75400	161421002000	\$ 34.64
536	75400	161421003000	\$ 34.64
537	75400	161421004000	\$ 34.64
538	75400	161421005000	\$ 34.64
539	75400	161421006000	\$ 34.64
540	75400	161421007000	\$ 34.64

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
541	75400	161421008000	\$ 34.64
542	75400	161421009000	\$ 34.64
543	75400	161421010000	\$ 34.64
544	75400	161421011000	\$ 34.64
545	75400	161421012000	\$ 34.64
546	75400	161421013000	\$ 34.64
547	75400	161421014000	\$ 34.64
548	75400	161421015000	\$ 34.64
549	75400	161421016000	\$ 34.64
550	75400	161422001000	\$ 34.64
551	75400	161422002000	\$ 34.64
552	75400	161422003000	\$ 34.64
553	75400	161422004000	\$ 34.64
554	75400	161422005000	\$ 34.64
555	75400	161422006000	\$ 34.64
556	75400	161422007000	\$ 34.64
557	75400	161431001000	\$ 34.64
558	75400	161431002000	\$ 34.64
559	75400	161431003000	\$ 34.64
560	75400	161431004000	\$ 34.64
561	75400	161431005000	\$ 34.64
562	75400	161431006000	\$ 34.64
563	75400	161431007000	\$ 34.64
564	75400	161431008000	\$ 34.64
565	75400	161431009000	\$ 34.64
566	75400	161431010000	\$ 34.64
567	75400	161431011000	\$ 34.64
568	75400	161431014000	\$ 34.64
569	75400	161431015000	\$ 34.64
570	75400	161431016000	\$ 34.64
571	75400	161431017000	\$ 34.64
572	75400	161431018000	\$ 34.64
573	75400	161431019000	\$ 34.64
574	75400	161431020000	\$ 34.64
575	75400	161431021000	\$ 34.64
576	75400	161431022000	\$ 34.64
577	75400	161431023000	\$ 34.64
578	75400	161431027000	\$ 34.64
579	75400	161431029000	\$ 34.64
580	75400	161431030000	\$ 34.64
581	75400	161432001000	\$ 34.64
582	75400	161432002000	\$ 34.64
583	75400	161432003000	\$ 34.64
584	75400	161432004000	\$ 34.64
585	75400	161432005000	\$ 34.64

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
586	75400	161432006000	\$ 34.64
587	75400	161432007000	\$ 34.64
588	75400	161432008000	\$ 34.64
589	75400	161432009000	\$ 34.64
590	75400	161432010000	\$ 34.64
591	75400	161432011000	\$ 34.64
592	75400	161432012000	\$ 34.64
593	75400	161432013000	\$ 34.64
594	75400	161432014000	\$ 34.64
595	75400	161432015000	\$ 34.64
596	75400	161432016000	\$ 34.64
597	75400	161432017000	\$ 34.64
598	75400	161432018000	\$ 34.64
599	75400	161432019000	\$ 34.64
600	75400	161432020000	\$ 34.64
601	75400	161471001000	\$ 34.64
602	75400	161471002000	\$ 34.64
603	75400	161471003000	\$ 34.64
604	75400	161471004000	\$ 34.64
605	75400	161471005000	\$ 34.64
606	75400	161471006000	\$ 34.64
607	75400	161471007000	\$ 34.64
608	75400	161471008000	\$ 34.64
609	75400	161471009000	\$ 34.64
610	75400	161471010000	\$ 34.64
611	75400	161471011000	\$ 34.64
612	75400	161471012000	\$ 34.64
613	75400	161471013000	\$ 34.64
614	75400	161471014000	\$ 34.64
615	75400	161471015000	\$ 34.64
616	75400	161471016000	\$ 34.64
617	75400	161471017000	\$ 34.64
618	75400	161471018000	\$ 34.64
619	75400	161471019000	\$ 34.64
620	75400	161471020000	\$ 34.64
621	75400	161471021000	\$ 34.64
622	75400	161471022000	\$ 34.64
623	75400	161471023000	\$ 34.64
624	75400	161471024000	\$ 34.64
625	75400	161471025000	\$ 34.64
626	75400	161471026000	\$ 34.64
627	75400	161471027000	\$ 34.64
628	75400	161471028000	\$ 34.64
629	75400	161471029000	\$ 34.64
630	75400	161471030000	\$ 34.64

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

631	75400	161471035000	\$	34.64
632	75400	161481001000	\$	34.64
633	75400	161481002000	\$	34.64
634	75400	161481003000	\$	34.64
635	75400	161481004000	\$	34.64
636	75400	161481005000	\$	34.64
637	75400	161481006000	\$	34.64
638	75400	161481007000	\$	34.64
639	75400	161481008000	\$	34.64
640	75400	161481009000	\$	34.64
641	75400	161481010000	\$	34.64
642	75400	161481011000	\$	34.64
643	75400	161481012000	\$	34.64
644	75400	161481013000	\$	34.64
645	75400	161481014000	\$	34.64
646	75400	161481015000	\$	34.64
647	75400	161481016000	\$	34.64
648	75400	161481017000	\$	34.64
649	75400	161481018000	\$	34.64
650	75400	161481019000	\$	34.64
651	75400	161481020000	\$	34.64
652	75400	161481021000	\$	34.64
653	75400	161481022000	\$	34.64
654	75400	161481023000	\$	34.64
655	75400	161491001000	\$	34.64
656	75400	161491002000	\$	34.64
657	75400	161491003000	\$	34.64
658	75400	161491004000	\$	34.64
659	75400	161491005000	\$	34.64
660	75400	161491006000	\$	34.64
661	75400	161491007000	\$	34.64
662	75400	161491008000	\$	34.64
663	75400	161491009000	\$	34.64
664	75400	161491010000	\$	34.64
665	75400	161491011000	\$	34.64
666	75400	161491012000	\$	34.64
667	75400	161491013000	\$	34.64
668	75400	161491014000	\$	34.64
669	75400	161491015000	\$	34.64
670	75400	161491016000	\$	34.64
671	75400	161491017000	\$	34.64
672	75400	161491018000	\$	34.64
673	75400	161491019000	\$	34.64
674	75400	161491020000	\$	34.64
675	75400	161492001000	\$	34.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
676	75400	161492002000	\$ 34.64
677	75400	161492003000	\$ 34.64
678	75400	161492004000	\$ 34.64
679	75400	161492005000	\$ 34.64
680	75400	161492006000	\$ 34.64
681	75400	161492007000	\$ 34.64
682	75400	161492008000	\$ 34.64
683	75400	161492009000	\$ 34.64
684	75400	161492010000	\$ 34.64
685	75400	161492011000	\$ 34.64
686	75400	161492012000	\$ 34.64
687	75400	161492013000	\$ 34.64
688	75400	161492014000	\$ 34.64
689	75400	161492015000	\$ 34.64
690	75400	161501002000	\$ 34.64
691	75400	161501003000	\$ 34.64
692	75400	161501004000	\$ 34.64
693	75400	161501005000	\$ 34.64
694	75400	161501006000	\$ 34.64
695	75400	161501007000	\$ 34.64
696	75400	161501008000	\$ 34.64
697	75400	161501009000	\$ 34.64
698	75400	161501010000	\$ 34.64
699	75400	161501012000	\$ 34.64
700	75400	161501013000	\$ 34.64
701	75400	161501014000	\$ 34.64
702	75400	161501015000	\$ 34.64
703	75400	161501016000	\$ 34.64
704	75400	161501017000	\$ 34.64
705	75400	161501018000	\$ 34.64
706	75400	161501019000	\$ 34.64
707	75400	161502001000	\$ 34.64
708	75400	161502002000	\$ 34.64
709	75400	161502003000	\$ 34.64
710	75400	161502004000	\$ 34.64
711	75400	161502005000	\$ 34.64
712	75400	161502006000	\$ 34.64
713	75400	161502007000	\$ 34.64
714	75400	161502008000	\$ 34.64
715	75400	161502009000	\$ 34.64
716	75400	161502010000	\$ 34.64
717	75400	161502011000	\$ 34.64
718	75400	161502012000	\$ 34.64
719	75400	161502013000	\$ 34.64
720	75400	161502014000	\$ 34.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
721	75400	161502015000	\$ 34.64
722	75400	161502016000	\$ 34.64
723	75400	161521001000	\$ 34.64
724	75400	161521002000	\$ 34.64
725	75400	161521003000	\$ 34.64
726	75400	161521004000	\$ 34.64
727	75400	161521005000	\$ 34.64
728	75400	161521006000	\$ 34.64
729	75400	161521007000	\$ 34.64
730	75400	161521008000	\$ 34.64
731	75400	161521009000	\$ 34.64
732	75400	161521010000	\$ 34.64
733	75400	161521011000	\$ 34.64
734	75400	161521012000	\$ 34.64
735	75400	161522001000	\$ 34.64
736	75400	161522002000	\$ 34.64
737	75400	161522003000	\$ 34.64
738	75400	161522004000	\$ 34.64
739	75400	161522005000	\$ 34.64
740	75400	161522006000	\$ 34.64
741	75400	161522007000	\$ 34.64
742	75400	161522008000	\$ 34.64
743	75400	161522009000	\$ 34.64
744	75400	161522010000	\$ 34.64
745	75400	161522011000	\$ 34.64
746	75400	161522012000	\$ 34.64
747	75400	161522013000	\$ 34.64
748	75400	161522014000	\$ 34.64
749	75400	161522015000	\$ 34.64
750	75400	161522016000	\$ 34.64
751	75400	161522017000	\$ 34.64
752	75400	161522018000	\$ 34.64
753	75400	161522019000	\$ 34.64
754	75400	161522020000	\$ 34.64
755	75400	161522021000	\$ 34.64
756	75400	161522022000	\$ 34.64
757	75400	161522023000	\$ 34.64
758	75400	161522024000	\$ 34.64
759	75400	161522025000	\$ 34.64
760	75400	161522026000	\$ 34.64
761	75400	161522027000	\$ 34.64
762	75400	161531001000	\$ 34.64
763	75400	161531002000	\$ 34.64
764	75400	161531003000	\$ 34.64
765	75400	161531004000	\$ 34.64



## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
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No.	Bond #	Parcel	Fees per Parcel
766	75400	161531005000	\$ 34.64
767	75400	161531006000	\$ 34.64
768	75400	161531007000	\$ 34.64
769	75400	161531008000	\$ 34.64
770	75400	161531009000	\$ 34.64
771	75400	161531010000	\$ 34.64
772	75400	161531011000	\$ 34.64
773	75400	161531012000	\$ 34.64
774	75400	161531013000	\$ 34.64
775	75400	161531014000	\$ 34.64
776	75400	161531015000	\$ 34.64
777	75400	161531016000	\$ 34.64
778	75400	161531017000	\$ 34.64
779	75400	161531018000	\$ 34.64
780	75400	161531019000	\$ 34.64
781	75400	161531020000	\$ 34.64
782	75400	161531021000	\$ 34.64
783	75400	161531022000	\$ 34.64
784	75400	161531023000	\$ 34.64
785	75400	161531024000	\$ 34.64
786	75400	161531025000	\$ 34.64
787	75400	161531026000	\$ 34.64
788	75400	161531027000	\$ 34.64
789	75400	161531028000	\$ 34.64
790	75400	161531029000	\$ 34.64
791	75400	161531030000	\$ 34.64
792	75400	161531031000	\$ 34.64
793	75400	161531032000	\$ 34.64
794	75400	161531033000	\$ 34.64
795	75400	161531034000	\$ 34.64
796	75400	161531035000	\$ 34.64
797	75400	161531036000	\$ 34.64
798	75400	161531037000	\$ 34.64
799	75400	161531038000	\$ 34.64
800	75400	161531039000	\$ 34.64
801	75400	161531040000	\$ 34.64
802	75400	161531041000	\$ 34.64
803	75400	161531042000	\$ 34.64
804	75400	161531043000	\$ 34.64
805	75400	161531044000	\$ 34.64
806	75400	161531045000	\$ 34.64
807	75400	161531046000	\$ 34.64
808	75400	161531047000	\$ 34.64
809	75400	161531048000	\$ 34.64
810	75400	161531049000	\$ 34.64

EXHIBIT 1

COUNTY OF MONTEREY  
USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
FOR TAX CODE 75400 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
811	75400	161531050000	\$ 34.64
812	75400	161531051000	\$ 34.64
813	75400	161531052000	\$ 34.64
<b>Parcel Count: 813</b>		<b>Total CSA No. 15</b>	<b>\$ 28,162.32</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 19  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 19-Carmel Meadows (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1,” regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1,” the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	75600	243051010000	\$ 9.68
2	75600	243051011000	\$ 9.68
3	75600	243051012000	\$ 9.68
4	75600	243051013000	\$ 9.68
5	75600	243051014000	\$ 9.68
6	75600	243051015000	\$ 9.68
7	75600	243051016000	\$ 9.68
8	75600	243051019000	\$ 9.68
9	75600	243051023000	\$ 9.68
10	75600	243051024000	\$ 9.68
11	75600	243052036000	\$ 9.68
12	75600	243052037000	\$ 9.68
13	75600	243052038000	\$ 9.68
14	75600	243052039000	\$ 9.68
15	75600	243052040000	\$ 9.68
16	75600	243052041000	\$ 9.68
17	75600	243052042000	\$ 9.68
18	75600	243052043000	\$ 9.68
19	75600	243052044000	\$ 9.68
20	75600	243052045000	\$ 9.68
21	75600	243052046000	\$ 9.68
22	75600	243052047000	\$ 9.68
23	75600	243052048000	\$ 9.68
24	75600	243052049000	\$ 9.68
25	75600	243052050000	\$ 9.68
26	75600	243052051000	\$ 19.36
27	75600	243052052000	\$ 19.36
28	75600	243052053000	\$ 9.68
29	75600	243052054000	\$ 9.68
30	75600	243052055000	\$ 9.68
31	75600	243052056000	\$ 9.68
<b>Parcel Count: 31</b>		<b>Total CSA No. 19:</b>	<b>\$ 319.44</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 20  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 20-Royal Estates (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75700 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	75700	221141001000	\$ 33.20
2	75700	221141002000	\$ 33.20
3	75700	221141003000	\$ 33.20
4	75700	221141004000	\$ 33.20
5	75700	221141005000	\$ 33.20
6	75700	221141006000	\$ 33.20
7	75700	221141007000	\$ 33.20
8	75700	221141008000	\$ 33.20
9	75700	221141009000	\$ 33.20
10	75700	221141010000	\$ 33.20
11	75700	221142001000	\$ 33.20
12	75700	221142002000	\$ 33.20
13	75700	221142003000	\$ 33.20
14	75700	221142004000	\$ 33.20
15	75700	221142005000	\$ 33.20
16	75700	221142006000	\$ 33.20
17	75700	221142007000	\$ 33.20
18	75700	221142008000	\$ 33.20
19	75700	221142009000	\$ 33.20
20	75700	221142010000	\$ 33.20
21	75700	221142011000	\$ 33.20
22	75700	221142012000	\$ 33.20
23	75700	221142013000	\$ 33.20
24	75700	221142014000	\$ 33.20
25	75700	221143001000	\$ 33.20
26	75700	221143002000	\$ 33.20
27	75700	221143003000	\$ 33.20
28	75700	221143004000	\$ 33.20
29	75700	221143005000	\$ 33.20
30	75700	221143006000	\$ 33.20
31	75700	221143007000	\$ 33.20
32	75700	221143008000	\$ 33.20
33	75700	221143009000	\$ 33.20
34	75700	221143010000	\$ 33.20
35	75700	221143011000	\$ 33.20
36	75700	221143012000	\$ 33.20
37	75700	221143013000	\$ 33.20
38	75700	221143014000	\$ 33.20
39	75700	221143015000	\$ 33.20
40	75700	221143016000	\$ 33.20
41	75700	221143017000	\$ 33.20
42	75700	221143018000	\$ 33.20
43	75700	221143019000	\$ 33.20
44	75700	221143020000	\$ 33.20



## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75700 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
45	75700	221143021000	\$ 33.20
46	75700	221143022000	\$ 33.20
47	75700	221143023000	\$ 33.20
48	75700	221143024000	\$ 33.20
49	75700	221143025000	\$ 33.20
50	75700	221143026000	\$ 33.20
51	75700	221143027000	\$ 33.20
52	75700	221143028000	\$ 33.20
53	75700	221143029000	\$ 33.20
54	75700	221143030000	\$ 33.20
55	75700	221143031000	\$ 33.20
56	75700	221144014000	\$ 33.20
57	75700	221144015000	\$ 33.20
58	75700	221144016000	\$ 33.20
59	75700	221144017000	\$ 33.20
60	75700	221144018000	\$ 33.20
61	75700	221144019000	\$ 33.20
62	75700	221144020000	\$ 33.20
63	75700	221144021000	\$ 33.20
64	75700	221144022000	\$ 33.20
65	75700	221144023000	\$ 33.20
66	75700	221144024000	\$ 33.20
67	75700	221151001000	\$ 33.20
68	75700	221151002000	\$ 33.20
69	75700	221151003000	\$ 33.20
70	75700	221151004000	\$ 33.20
71	75700	221151005000	\$ 33.20
72	75700	221151006000	\$ 33.20
73	75700	221151007000	\$ 33.20
74	75700	221151008000	\$ 33.20
75	75700	221151009000	\$ 33.20
76	75700	221152001000	\$ 33.20
77	75700	221152002000	\$ 33.20
78	75700	221152003000	\$ 33.20
79	75700	221152004000	\$ 33.20
80	75700	221152005000	\$ 33.20
81	75700	221152006000	\$ 33.20
82	75700	221152007000	\$ 33.20
83	75700	221152008000	\$ 33.20
84	75700	221152009000	\$ 33.20
85	75700	221152010000	\$ 33.20
86	75700	221152011000	\$ 33.20
87	75700	221152012000	\$ 33.20
88	75700	221152013000	\$ 33.20

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75700 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
89	75700	221152014000	\$ 33.20
90	75700	221152015000	\$ 33.20
91	75700	221153001000	\$ 33.20
92	75700	221153002000	\$ 33.20
93	75700	221153003000	\$ 33.20
94	75700	221153004000	\$ 33.20
95	75700	221153005000	\$ 33.20
96	75700	221153006000	\$ 33.20
97	75700	221153007000	\$ 33.20
98	75700	221153008000	\$ 33.20
99	75700	221153009000	\$ 33.20
100	75700	221153010000	\$ 33.20
101	75700	221153011000	\$ 33.20
102	75700	221153012000	\$ 33.20
103	75700	221153013000	\$ 33.20
104	75700	221154001000	\$ 33.20
105	75700	221154002000	\$ 33.20
106	75700	221154003000	\$ 33.20
107	75700	221154010000	\$ 33.20
108	75700	221154011000	\$ 33.20
109	75700	221154012000	\$ 33.20
110	75700	221154013000	\$ 33.20
111	75700	221154014000	\$ 33.20
112	75700	221154015000	\$ 33.20
113	75700	221154016000	\$ 33.20
114	75700	221154017000	\$ 33.20
115	75700	221154018000	\$ 33.20
116	75700	221154019000	\$ 33.20
117	75700	221154020000	\$ 33.20
118	75700	221154021000	\$ 33.20
119	75700	221154022000	\$ 33.20
120	75700	221154023000	\$ 33.20
121	75700	221155001000	\$ 33.20
122	75700	221155002000	\$ 33.20
123	75700	221155003000	\$ 33.20
124	75700	221155004000	\$ 33.20
125	75700	221155005000	\$ 33.20
126	75700	221155006000	\$ 33.20
127	75700	221155007000	\$ 33.20
128	75700	221155008000	\$ 33.20
129	75700	221155009000	\$ 33.20
130	75700	221155010000	\$ 33.20
131	75700	221155011000	\$ 33.20
132	75700	221155012000	\$ 33.20

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75700 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
133	75700	221155014000	\$ 33.20
134	75700	221155015000	\$ 33.20
135	75700	221155017000	\$ 33.20
136	75700	221155018000	\$ 33.20
137	75700	221155019000	\$ 33.20
138	75700	221155022000	\$ 33.20
139	75700	221155023000	\$ 67.88
<b>Parcel Count: 139</b>		<b>Total CSA No. 20</b>	<b>\$ 4,649.48</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 23  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 23-Carmel Rancho Subdivisions (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1,” regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	75800	009562002000	\$ 62.04
2	75800	009562015000	\$ 62.04
3	75800	009562016000	\$ 62.04
4	75800	009562018000	\$ 50.96
5	75800	009562024000	\$ 36.24
6	75800	009562025000	\$ 42.36
7	75800	009562026000	\$ 42.36
8	75800	009562028000	\$ 42.36
9	75800	009562030000	\$ 205.76
10	75800	009562032000	\$ 102.56
11	75800	009562033000	\$ 68.16
12	75800	009562035000	\$ 50.96
13	75800	009562039000	\$ 308.96
14	75800	009562041000	\$ 50.96
15	75800	009562042000	\$ 50.96
16	75800	009562043000	\$ 291.76
17	75800	015012015000	\$ 42.36
18	75800	015012016000	\$ 42.36
19	75800	015012017000	\$ 136.96
20	75800	015012020000	\$ 136.96
21	75800	015012023000	\$ 42.36
22	75800	015012025000	\$ 50.96
23	75800	015012026000	\$ 50.96
24	75800	015012027000	\$ 42.36
25	75800	015012028000	\$ 42.36
26	75800	015012029000	\$ 42.36
27	75800	015012030000	\$ 42.36
28	75800	015012031000	\$ 42.36
29	75800	015012032000	\$ 42.36
30	75800	015012033000	\$ 50.96
31	75800	015012037000	\$ 50.96
32	75800	015012038000	\$ 42.36
33	75800	015012039000	\$ 42.36
34	75800	015012040000	\$ 42.36
35	75800	015012041000	\$ 42.36
36	75800	015012042000	\$ 42.36
37	75800	015012043000	\$ 42.36
38	75800	015012044000	\$ 42.36
39	75800	015012045000	\$ 42.36
40	75800	015012048000	\$ 165.92
41	75800	015012049000	\$ 42.36
42	75800	015012050000	\$ 42.36
43	75800	015012051000	\$ 42.36
44	75800	015012052000	\$ 42.36
45	75800	015012053000	\$ 42.36

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	75800	015012054000	\$ 42.36
47	75800	015012055000	\$ 42.36
48	75800	015012056000	\$ 42.36
49	75800	015012057000	\$ 42.36
50	75800	015012058000	\$ 42.36
51	75800	015012059000	\$ 42.36
52	75800	015012060000	\$ 42.36
53	75800	015012061000	\$ 136.96
54	75800	015012062000	\$ 42.36
55	75800	015012066000	\$ 42.36
56	75800	015012067000	\$ 42.36
57	75800	015012068000	\$ 50.96
58	75800	015012069000	\$ 50.96
59	75800	015012070000	\$ 68.16
60	75800	015012071000	\$ 68.16
61	75800	015012072000	\$ 131.52
62	75800	015012073000	\$ 205.76
63	75800	015012075000	\$ 68.16
64	75800	015012076000	\$ 50.96
65	75800	015531001000	\$ 36.92
66	75800	015531002000	\$ 36.92
67	75800	015531003000	\$ 36.92
68	75800	015531004000	\$ 36.92
69	75800	015531005000	\$ 36.92
70	75800	015531006000	\$ 36.92
71	75800	015531007000	\$ 36.92
72	75800	015531008000	\$ 36.92
73	75800	015531009000	\$ 36.92
74	75800	015531010000	\$ 36.92
75	75800	015531011000	\$ 36.92
76	75800	015531012000	\$ 36.92
77	75800	015531013000	\$ 36.92
78	75800	015531014000	\$ 36.92
79	75800	015531015000	\$ 36.92
80	75800	015531016000	\$ 36.92
81	75800	015531017000	\$ 36.92
82	75800	015531018000	\$ 36.92
83	75800	015531019000	\$ 36.92
84	75800	015531020000	\$ 36.92
85	75800	015531021000	\$ 36.92
86	75800	015531022000	\$ 36.92
87	75800	015531023000	\$ 36.92
88	75800	015531024000	\$ 36.92
89	75800	015531025000	\$ 36.92
90	75800	015531026000	\$ 36.92

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
91	75800	015531027000	\$ 36.92
92	75800	015531028000	\$ 36.92
93	75800	015531029000	\$ 36.92
94	75800	015531030000	\$ 36.92
95	75800	015531031000	\$ 36.92
96	75800	015531032000	\$ 36.92
97	75800	015531033000	\$ 36.92
98	75800	015531034000	\$ 36.92
99	75800	015531035000	\$ 36.92
100	75800	015531036000	\$ 36.92
101	75800	015531037000	\$ 36.92
102	75800	015531038000	\$ 36.92
103	75800	015531039000	\$ 36.92
104	75800	015531040000	\$ 36.92
105	75800	015531041000	\$ 36.92
106	75800	015531042000	\$ 36.92
107	75800	015531043000	\$ 36.92
108	75800	015531044000	\$ 36.92
109	75800	015531045000	\$ 36.92
110	75800	015531046000	\$ 36.92
111	75800	015531047000	\$ 36.92
112	75800	015531048000	\$ 36.92
113	75800	015531049000	\$ 36.92
114	75800	015531051000	\$ 200.32
115	75800	015532001000	\$ 36.92
116	75800	015532002000	\$ 36.92
117	75800	015532003000	\$ 36.92
118	75800	015532004000	\$ 36.92
119	75800	015532005000	\$ 36.92
120	75800	015532006000	\$ 36.92
121	75800	015532007000	\$ 36.92
122	75800	015532008000	\$ 36.92
123	75800	015532009000	\$ 36.92
124	75800	015532010000	\$ 36.92
125	75800	015532011000	\$ 36.92
126	75800	015532012000	\$ 36.92
127	75800	015532013000	\$ 36.92
128	75800	015532014000	\$ 36.92
129	75800	015532015000	\$ 36.92
130	75800	015532016000	\$ 36.92
131	75800	015532017000	\$ 36.92
132	75800	015532018000	\$ 36.92
133	75800	015532019000	\$ 36.92
134	75800	015532020000	\$ 36.92
135	75800	015532021000	\$ 36.92



## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
136	75800	015532022000	\$ 36.92
137	75800	015532023000	\$ 36.92
138	75800	015532024000	\$ 36.92
139	75800	015532025000	\$ 36.92
140	75800	015532026000	\$ 36.92
141	75800	015532027000	\$ 36.92
142	75800	015532028000	\$ 36.92
143	75800	015532029000	\$ 36.92
144	75800	015532030000	\$ 36.92
145	75800	015532031000	\$ 36.92
146	75800	015532032000	\$ 36.92
147	75800	015532033000	\$ 36.92
148	75800	015532034000	\$ 36.92
149	75800	015532035000	\$ 36.92
150	75800	015532036000	\$ 36.92
151	75800	015532037000	\$ 36.92
152	75800	015532038000	\$ 36.92
153	75800	015532039000	\$ 36.92
154	75800	015532040000	\$ 36.92
155	75800	015532041000	\$ 36.92
156	75800	015532042000	\$ 36.92
157	75800	015532043000	\$ 36.92
158	75800	015532044000	\$ 36.92
159	75800	015532045000	\$ 131.52
160	75800	015541001000	\$ 36.92
161	75800	015541002000	\$ 36.92
162	75800	015541003000	\$ 36.92
163	75800	015541004000	\$ 36.92
164	75800	015541005000	\$ 36.92
165	75800	015541006000	\$ 36.92
166	75800	015541007000	\$ 36.92
167	75800	015541008000	\$ 36.92
168	75800	015541009000	\$ 36.92
169	75800	015541010000	\$ 36.92
170	75800	015541011000	\$ 36.92
171	75800	015541012000	\$ 36.92
172	75800	015541013000	\$ 36.92
173	75800	015541014000	\$ 36.92
174	75800	015541015000	\$ 36.92
175	75800	015541016000	\$ 36.92
176	75800	015541017000	\$ 36.92
177	75800	015541018000	\$ 36.92
178	75800	015541019000	\$ 36.92
179	75800	015541020000	\$ 36.92
180	75800	015541021000	\$ 36.92

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
181	75800	015541022000	\$ 36.92
182	75800	015541023000	\$ 36.92
183	75800	015541024000	\$ 36.92
184	75800	015541025000	\$ 36.92
185	75800	015541026000	\$ 36.92
186	75800	015541027000	\$ 36.92
187	75800	015541028000	\$ 36.92
188	75800	015541029000	\$ 36.92
189	75800	015541030000	\$ 36.92
190	75800	015541031000	\$ 36.92
191	75800	015541032000	\$ 36.92
192	75800	015541033000	\$ 36.92
193	75800	015541034000	\$ 36.92
194	75800	015541035000	\$ 36.92
195	75800	015541036000	\$ 36.92
196	75800	015541037000	\$ 36.92
197	75800	015541038000	\$ 36.92
198	75800	015541039000	\$ 36.92
199	75800	015541040000	\$ 36.92
200	75800	015541041000	\$ 36.92
201	75800	015541042000	\$ 36.92
202	75800	015541043000	\$ 36.92
203	75800	015541044000	\$ 200.32
204	75800	015541047000	\$ 36.92
205	75800	015541048000	\$ 36.92
206	75800	015541049000	\$ 36.92
207	75800	015541050000	\$ 36.92
208	75800	015541051000	\$ 36.92
209	75800	015541052000	\$ 36.92
210	75800	015541053000	\$ 36.92
211	75800	015541054000	\$ 36.92
212	75800	015541055000	\$ 36.92
213	75800	015541056000	\$ 36.92
214	75800	015541057000	\$ 36.92
215	75800	015541058000	\$ 36.92
216	75800	015541059000	\$ 36.92
217	75800	015541060000	\$ 36.92
218	75800	015541061000	\$ 36.92
219	75800	015541062000	\$ 36.92
220	75800	015541063000	\$ 36.92
221	75800	015541064000	\$ 36.92
222	75800	015541065000	\$ 36.92
223	75800	015541066000	\$ 36.92
224	75800	015541068000	\$ 36.92
225	75800	015541069000	\$ 36.92

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
226	75800	015541070000	\$ 36.92
227	75800	015541071000	\$ 36.92
228	75800	015541072000	\$ 36.92
229	75800	015541073000	\$ 36.92
230	75800	015541074000	\$ 36.92
231	75800	015541075000	\$ 36.92
232	75800	015541076000	\$ 36.92
233	75800	015541077000	\$ 36.92
234	75800	015541078000	\$ 36.92
235	75800	015541079000	\$ 36.92
236	75800	015541080000	\$ 36.92
237	75800	015541081000	\$ 36.92
238	75800	015541082000	\$ 36.92
239	75800	015541083000	\$ 36.92
240	75800	015541084000	\$ 36.92
241	75800	015541085000	\$ 36.92
242	75800	015541086000	\$ 36.92
243	75800	015541087000	\$ 36.92
244	75800	015541088000	\$ 36.92
245	75800	015541089000	\$ 36.92
246	75800	015541090000	\$ 36.92
247	75800	015541091000	\$ 165.92
<b>Parcel Count: 247</b>		<b>Total CSA No. 23</b>	<b>\$ 11,668.04</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 24  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,        )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 24-Pedrazzi Subdivision/Indian Springs (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	75900	139031001000	\$ 5.94
2	75900	139031002000	\$ 5.94
3	75900	139031003000	\$ 5.94
4	75900	139031004000	\$ 5.94
5	75900	139031005000	\$ 5.94
6	75900	139031006000	\$ 5.94
7	75900	139031007000	\$ 5.94
8	75900	139031008000	\$ 5.94
9	75900	139031009000	\$ 5.94
10	75900	139031010000	\$ 5.94
11	75900	139031011000	\$ 5.94
12	75900	139032014000	\$ 5.94
13	75900	139032015000	\$ 5.94
14	75900	139032016000	\$ 5.94
15	75900	139032017000	\$ 5.94
16	75900	139032018000	\$ 5.94
17	75900	139032019000	\$ 5.94
18	75900	139032020000	\$ 5.94
19	75900	139032021000	\$ 5.94
20	75900	139032022000	\$ 5.94
21	75900	139032023000	\$ 11.88
22	75900	139032024000	\$ 5.94
23	75900	139032025000	\$ 11.88
24	75900	139032026000	\$ 5.94
25	75900	139032027000	\$ 5.94
26	75900	139041001000	\$ 5.94
27	75900	139041002000	\$ 5.94
28	75900	139041003000	\$ 5.94
29	75900	139041004000	\$ 5.94
30	75900	139041005000	\$ 5.94
31	75900	139041006000	\$ 5.94
32	75900	139041007000	\$ 5.94
33	75900	139042010000	\$ 5.94
34	75900	139042011000	\$ 5.94
35	75900	139042012000	\$ 5.94
36	75900	139042013000	\$ 5.94
37	75900	139042014000	\$ 5.94
38	75900	139042015000	\$ 5.94
39	75900	139042016000	\$ 5.94
40	75900	139042017000	\$ 5.94
41	75900	139042018000	\$ 11.88
42	75900	139042019000	\$ 5.94
43	75900	139042020000	\$ 5.94
44	75900	139042021000	\$ 5.94
45	75900	139042022000	\$ 5.94

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	75900	139042023000	\$ 5.94
47	75900	139042024000	\$ 5.94
48	75900	139042025000	\$ 5.94
49	75900	139043012000	\$ 5.94
50	75900	139043013000	\$ 5.94
51	75900	139043014000	\$ 5.94
52	75900	139043015000	\$ 5.94
53	75900	139043016000	\$ 5.94
54	75900	139121001000	\$ 5.94
55	75900	139121002000	\$ 5.94
56	75900	139121003000	\$ 5.94
57	75900	139121004000	\$ 5.94
58	75900	139121005000	\$ 5.94
59	75900	139121006000	\$ 5.94
60	75900	139121007000	\$ 5.94
61	75900	139121008000	\$ 5.94
62	75900	139121009000	\$ 5.94
63	75900	139121010000	\$ 5.94
64	75900	139121011000	\$ 5.94
65	75900	139121012000	\$ 5.94
66	75900	139121013000	\$ 11.88
67	75900	139121014000	\$ 5.94
68	75900	139121015000	\$ 5.94
69	75900	139121016000	\$ 5.94
70	75900	139121017000	\$ 5.94
71	75900	139121018000	\$ 5.94
72	75900	139121019000	\$ 5.94
73	75900	139121020000	\$ 5.94
74	75900	139121021000	\$ 5.94
75	75900	139122001000	\$ 5.94
76	75900	139122002000	\$ 5.94
77	75900	139122003000	\$ 5.94
78	75900	139122004000	\$ 5.94
79	75900	139122005000	\$ 5.94
80	75900	139122006000	\$ 5.94
81	75900	139122007000	\$ 5.94
82	75900	139122008000	\$ 5.94
83	75900	139122009000	\$ 5.94
84	75900	139122010000	\$ 5.94
85	75900	139122011000	\$ 5.94
86	75900	139122012000	\$ 11.88
87	75900	139122013000	\$ 11.88
88	75900	139122014000	\$ 5.94
89	75900	139122015000	\$ 5.94
90	75900	139122016000	\$ 5.94

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
91	75900	139122017000	\$ 5.94
92	75900	139122018000	\$ 5.94
93	75900	139122019000	\$ 5.94
94	75900	139122020000	\$ 5.94
95	75900	139122021000	\$ 5.94
96	75900	139122022000	\$ 5.94
97	75900	139123001000	\$ 5.94
98	75900	139123002000	\$ 5.94
99	75900	139123003000	\$ 5.94
100	75900	139123004000	\$ 5.94
101	75900	139123005000	\$ 5.94
102	75900	139123006000	\$ 5.94
103	75900	139123007000	\$ 5.94
104	75900	139123008000	\$ 5.94
105	75900	139123009000	\$ 5.94
106	75900	139123010000	\$ 5.94
107	75900	139123011000	\$ 5.94
108	75900	139123012000	\$ 5.94
109	75900	139131001000	\$ 5.94
110	75900	139131002000	\$ 5.94
111	75900	139131003000	\$ 5.94
112	75900	139131004000	\$ 5.94
113	75900	139131005000	\$ 5.94
114	75900	139131006000	\$ 5.94
115	75900	139131007000	\$ 5.94
116	75900	139131008000	\$ 5.94
117	75900	139131009000	\$ 5.94
118	75900	139131010000	\$ 5.94
119	75900	139131011000	\$ 5.94
120	75900	139131012000	\$ 5.94
121	75900	139132001000	\$ 5.94
122	75900	139132002000	\$ 5.94
123	75900	139132003000	\$ 5.94
124	75900	139132004000	\$ 5.94
125	75900	139132005000	\$ 5.94
126	75900	139132006000	\$ 5.94
127	75900	139132007000	\$ 5.94
128	75900	139132008000	\$ 5.94
129	75900	139132009000	\$ 5.94
130	75900	139132010000	\$ 5.94
131	75900	139132011000	\$ 5.94
132	75900	139132012000	\$ 5.94
133	75900	139132013000	\$ 11.88
134	75900	139133001000	\$ 5.94
135	75900	139133002000	\$ 5.94



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
136	75900	139133003000	\$ 5.94
137	75900	139133004000	\$ 5.94
138	75900	139133005000	\$ 5.94
139	75900	139133006000	\$ 5.94
140	75900	139133007000	\$ 5.94
141	75900	139133008000	\$ 5.94
142	75900	139133009000	\$ 5.94
143	75900	139133010000	\$ 5.94
144	75900	139133011000	\$ 5.94
145	75900	139133012000	\$ 5.94
146	75900	139133013000	\$ 5.94
147	75900	139133014000	\$ 5.94
148	75900	139133015000	\$ 5.94
149	75900	139133016000	\$ 5.94
150	75900	139133017000	\$ 5.94
151	75900	139133018000	\$ 5.94
152	75900	139133019000	\$ 5.94
153	75900	139133020000	\$ 5.94
154	75900	139141001000	\$ 11.88
155	75900	139141002000	\$ 23.76
156	75900	139141003000	\$ 23.76
157	75900	139141004000	\$ 11.88
158	75900	139141005000	\$ 11.88
159	75900	139141006000	\$ 11.88
160	75900	139141007000	\$ 11.88
161	75900	139141008000	\$ 11.88
162	75900	139141009000	\$ 11.88
163	75900	139141010000	\$ 5.94
164	75900	139142001000	\$ 5.94
165	75900	139142004000	\$ 5.94
166	75900	139142005000	\$ 5.94
167	75900	139142006000	\$ 5.94
168	75900	139142007000	\$ 5.94
169	75900	139142008000	\$ 5.94
170	75900	139142009000	\$ 23.76
171	75900	139142010000	\$ 5.94
172	75900	139142011000	\$ 5.94
173	75900	139142012000	\$ 5.94
174	75900	139142013000	\$ 5.94
175	75900	139142014000	\$ 5.94
176	75900	139142015000	\$ 5.94
177	75900	139142016000	\$ 5.94
178	75900	139142017000	\$ 5.94
179	75900	139143001000	\$ 5.94
180	75900	139143002000	\$ 5.94

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
181	75900	139143003000	\$ 5.94
182	75900	139143004000	\$ 5.94
183	75900	139143005000	\$ 5.94
184	75900	139143006000	\$ 5.94
185	75900	139143007000	\$ 5.94
186	75900	139143008000	\$ 5.94
187	75900	139151001000	\$ 5.94
188	75900	139151002000	\$ 5.94
189	75900	139151003000	\$ 5.94
190	75900	139151004000	\$ 5.94
191	75900	139151005000	\$ 5.94
192	75900	139151006000	\$ 5.94
193	75900	139151007000	\$ 5.94
194	75900	139151008000	\$ 5.94
195	75900	139151009000	\$ 5.94
196	75900	139151010000	\$ 5.94
197	75900	139151011000	\$ 5.94
198	75900	139151012000	\$ 5.94
199	75900	139151013000	\$ 5.94
200	75900	139151014000	\$ 5.94
201	75900	139152001000	\$ 5.94
202	75900	139152002000	\$ 5.94
203	75900	139152003000	\$ 5.94
204	75900	139152004000	\$ 5.94
205	75900	139152005000	\$ 5.94
206	75900	139152006000	\$ 5.94
207	75900	139152007000	\$ 5.94
208	75900	139152008000	\$ 5.94
209	75900	139171001000	\$ 11.88
210	75900	139171002000	\$ 11.88
211	75900	139171003000	\$ 11.88
212	75900	139171004000	\$ 11.88
213	75900	139171005000	\$ 11.88
214	75900	139171006000	\$ 11.88
215	75900	139171007000	\$ 11.88
216	75900	139171008000	\$ 11.88
217	75900	139171009000	\$ 11.88
218	75900	139171010000	\$ 11.88
219	75900	139171011000	\$ 11.88
220	75900	139171012000	\$ 11.88
221	75900	139171013000	\$ 11.88
222	75900	139171014000	\$ 11.88
223	75900	139171015000	\$ 11.88
224	75900	139171016000	\$ 11.88
225	75900	139171017000	\$ 11.88

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
226	75900	139171018000	\$ 11.88
227	75900	139171019000	\$ 11.88
228	75900	139171020000	\$ 11.88
229	75900	139181001000	\$ 23.76
230	75900	139181002000	\$ 23.76
231	75900	139181003000	\$ 23.76
232	75900	139181004000	\$ 23.76
233	75900	139181005000	\$ 23.76
234	75900	139181006000	\$ 23.76
235	75900	139181007000	\$ 23.76
236	75900	139181008000	\$ 23.76
237	75900	139181009000	\$ 23.76
238	75900	139181010000	\$ 11.88
239	75900	139181011000	\$ 23.76
240	75900	139181012000	\$ 23.76
241	75900	139181013000	\$ 23.76
242	75900	139181014000	\$ 23.76
243	75900	139181015000	\$ 23.76
244	75900	139181016000	\$ 11.88
245	75900	139181017000	\$ 11.88
246	75900	139181018000	\$ 11.88
247	75900	139182001000	\$ 23.76
248	75900	139182002000	\$ 11.88
249	75900	139182003000	\$ 23.76
250	75900	139182004000	\$ 23.76
251	75900	139182005000	\$ 23.76
252	75900	139182006000	\$ 23.76
253	75900	139182007000	\$ 11.88
254	75900	139182008000	\$ 23.76
255	75900	139182009000	\$ 11.88
256	75900	139182010000	\$ 23.76
257	75900	139182011000	\$ 23.76
258	75900	139182012000	\$ 23.76
259	75900	139182013000	\$ 11.88
260	75900	139183001000	\$ 23.76
261	75900	139183002000	\$ 23.76
262	75900	139183003000	\$ 11.88
263	75900	139183004000	\$ 11.88
264	75900	139183005000	\$ 23.76
265	75900	139183006000	\$ 23.76
266	75900	139183007000	\$ 23.76
267	75900	139183008000	\$ 23.76
268	75900	139183009000	\$ 11.88
269	75900	139183010000	\$ 23.76
270	75900	139183011000	\$ 23.76

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75900 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
271	75900	139183012000	\$ 11.88
272	75900	139183013000	\$ 11.88
273	75900	139183014000	\$ 23.76
274	75900	139183015000	\$ 23.76
275	75900	139183016000	\$ 23.76
276	75900	139183017000	\$ 11.88
277	75900	139183018000	\$ 11.88
278	75900	139183019000	\$ 11.88
279	75900	139183020000	\$ 23.76
280	75900	139183021000	\$ 11.88
281	75900	139183022000	\$ 23.76
282	75900	139183023000	\$ 23.76
283	75900	139183024000	\$ 11.88
284	75900	139183025000	\$ 23.76
285	75900	139183026000	\$ 23.76
286	75900	139183027000	\$ 23.76
287	75900	139183028000	\$ 23.76
288	75900	139183029000	\$ 23.76
289	75900	139183030000	\$ 11.88
290	75900	139183031000	\$ 23.76
291	75900	139183032000	\$ 11.88
292	75900	139184001000	\$ 11.88
293	75900	139184002000	\$ 11.88
294	75900	139184003000	\$ 11.88
295	75900	139184004000	\$ 23.76
296	75900	139184005000	\$ 11.88
297	75900	139184006000	\$ 11.88
298	75900	139184007000	\$ 11.88
299	75900	139184008000	\$ 23.76
300	75900	139184009000	\$ 23.76
301	75900	139184010000	\$ 23.76
302	75900	139184011000	\$ 23.76
303	75900	139184012000	\$ 23.76
304	75900	139184013000	\$ 23.76
305	75900	139184014000	\$ 23.76
306	75900	139184015000	\$ 23.76
307	75900	139184016000	\$ 23.76
308	75900	139184017000	\$ 11.88
309	75900	139184019000	\$ 11.88
310	75900	139184020000	\$ 23.76
311	75900	139191001000	\$ 47.52
312	75900	139191002000	\$ 23.76
313	75900	139191003000	\$ 23.76
314	75900	139191004000	\$ 23.76
315	75900	139191005000	\$ 23.76

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
316	75900	139191006000	\$ 47.52
317	75900	139191007000	\$ 71.28
318	75900	139191008000	\$ 71.28
319	75900	139191009000	\$ 23.76
320	75900	139191010000	\$ 11.88
321	75900	139191011000	\$ 11.88
322	75900	139191012000	\$ 23.76
323	75900	139191013000	\$ 11.88
324	75900	139191014000	\$ 11.88
325	75900	139191017000	\$ 11.88
326	75900	139191018000	\$ 11.88
327	75900	139191019000	\$ 11.88
328	75900	139191020000	\$ 11.88
329	75900	139191021000	\$ 23.76
330	75900	139191022000	\$ 118.80
331	75900	139191023000	\$ 47.52
332	75900	139191024000	\$ 23.76
333	75900	139191025000	\$ 23.76
334	75900	139191026000	\$ 11.88
335	75900	139191027000	\$ 11.88
336	75900	139191028000	\$ 23.76
337	75900	139191029000	\$ 11.88
338	75900	139191030000	\$ 23.76
339	75900	139191031000	\$ 11.88
340	75900	139191032000	\$ 23.76
341	75900	139191033000	\$ 11.88
342	75900	139191034000	\$ 23.76
343	75900	139191035000	\$ 23.76
344	75900	139191036000	\$ 23.76
345	75900	139191037000	\$ 11.88
346	75900	139191038000	\$ 47.52
347	75900	139191039000	\$ 23.76
348	75900	139191040000	\$ 23.76
349	75900	139191041000	\$ 23.76
350	75900	139191042000	\$ 23.76
351	75900	139191043000	\$ 23.76
352	75900	139191044000	\$ 23.76
353	75900	139191045000	\$ 23.76
354	75900	139191046000	\$ 23.76
355	75900	139191047000	\$ 23.76
356	75900	139191051000	\$ 11.88
357	75900	139191052000	\$ 23.76
358	75900	139191053000	\$ 23.76
359	75900	139191054000	\$ 23.76
360	75900	139191055000	\$ 23.76

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75900 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
361	75900	139191056000	\$ 23.76
362	75900	139191057000	\$ 23.76
363	75900	139191058000	\$ 47.52
364	75900	139191059000	\$ 11.88
365	75900	139191060000	\$ 11.88
366	75900	139191061000	\$ 23.76
367	75900	139191062000	\$ 23.76
368	75900	139191063000	\$ 23.76
369	75900	139191064000	\$ 23.76
370	75900	139191065000	\$ 23.76
<b>Parcel Count: 370</b>		<b>Total CSA No. 24:</b>	<b>\$ 4,757.94</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 25  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 25-Carmel Valley Golf & Country Club also known as Quail Lodge (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2024.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	76000	157-081-001-000	\$ 737.90
2	76000	157-081-002-000	\$ 737.90
3	76000	157-081-003-000	\$ 737.90
4	76000	157-081-005-000	\$ 737.90
5	76000	157-081-006-000	\$ 737.90
6	76000	157-081-007-000	\$ 737.90
7	76000	157-081-010-000	\$ 737.90
8	76000	157-081-011-000	\$ 737.90
9	76000	157-081-012-000	\$ 737.90
10	76000	157-081-013-000	\$ 737.90
11	76000	157-081-014-000	\$ 737.90
12	76000	157-081-015-000	\$ 737.90
13	76000	157-081-016-000	\$ 737.90
14	76000	157-081-017-000	\$ 737.90
15	76000	157-081-018-000	\$ 737.90
16	76000	157-081-019-000	\$ 737.90
17	76000	157-081-020-000	\$ 737.90
18	76000	157-081-021-000	\$ 737.90
19	76000	157-081-022-000	\$ 737.90
20	76000	157-081-024-000	\$ 737.90
21	76000	157-081-025-000	\$ 737.90
22	76000	157-082-001-000	\$ 866.58
23	76000	157-082-002-000	\$ 866.58
24	76000	157-082-003-000	\$ 866.58
25	76000	157-082-004-000	\$ 866.58
26	76000	157-082-005-000	\$ 866.58
27	76000	157-082-006-000	\$ 866.58
28	76000	157-082-007-000	\$ 866.58
29	76000	157-082-008-000	\$ 866.58
30	76000	157-082-009-000	\$ 866.58
31	76000	157-082-010-000	\$ 866.58
32	76000	157-082-011-000	\$ 866.58
33	76000	157-041-001-000	\$ 527.82
34	76000	157-041-002-000	\$ 527.82
35	76000	157-041-003-000	\$ 527.82
36	76000	157-041-004-000	\$ 527.82
37	76000	157-041-005-000	\$ 527.82
38	76000	157-041-006-000	\$ 527.82
39	76000	157-041-007-000	\$ 527.82
40	76000	157-041-008-000	\$ 527.82
41	76000	157-041-009-000	\$ 527.82
42	76000	157-041-010-000	\$ 527.82
43	76000	157-041-011-000	\$ 527.82
44	76000	157-041-012-000	\$ 527.82
45	76000	157-041-013-000	\$ 527.82

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	76000	157-041-014-000	\$ 527.82
47	76000	157-041-015-000	\$ 527.82
48	76000	157-041-016-000	\$ 527.82
49	76000	157-041-017-000	\$ 527.82
50	76000	157-041-018-000	\$ 527.82
51	76000	157-041-019-000	\$ 527.82
52	76000	157-041-021-000	\$ 527.82
53	76000	157-041-022-000	\$ 527.82
54	76000	157-041-023-000	\$ 527.82
55	76000	157-041-024-000	\$ 527.82
56	76000	157-041-025-000	\$ 527.82
57	76000	157-051-001-000	\$ 465.69
58	76000	157-051-002-000	\$ 465.69
59	76000	157-051-003-000	\$ 465.69
60	76000	157-051-004-000	\$ 465.69
61	76000	157-051-005-000	\$ 465.69
62	76000	157-051-006-000	\$ 465.69
63	76000	157-051-007-000	\$ 465.69
64	76000	157-051-008-000	\$ 465.69
65	76000	157-051-009-000	\$ 465.69
66	76000	157-051-010-000	\$ 465.69
67	76000	157-051-011-000	\$ 465.69
68	76000	157-051-012-000	\$ 465.69
69	76000	157-051-013-000	\$ 465.69
70	76000	157-051-014-000	\$ 465.69
71	76000	157-051-015-000	\$ 465.69
72	76000	157-051-016-000	\$ 465.69
73	76000	157-051-017-000	\$ 465.69
74	76000	157-052-001-000	\$ 465.69
75	76000	157-052-002-000	\$ 465.69
76	76000	157-052-003-000	\$ 465.69
77	76000	157-052-004-000	\$ 465.69
78	76000	157-052-005-000	\$ 465.69
79	76000	157-052-006-000	\$ 465.69
80	76000	157-052-007-000	\$ 465.69
81	76000	157-052-008-000	\$ 465.69
82	76000	157-052-009-000	\$ 465.69
83	76000	157-052-010-000	\$ 465.69
84	76000	157-052-011-000	\$ 465.69
85	76000	157-052-012-000	\$ 465.69
86	76000	157-052-013-000	\$ 465.69
87	76000	157-052-014-000	\$ 465.69
88	76000	157-052-015-000	\$ 465.69
89	76000	157-052-016-000	\$ 465.69
90	76000	157-052-017-000	\$ 465.69

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
91	76000	157-052-018-000	\$ 465.69
92	76000	157-052-019-000	\$ 465.69
93	76000	157-052-020-000	\$ 465.69
94	76000	157-052-021-000	\$ 465.69
95	76000	157-052-022-000	\$ 465.69
96	76000	157-052-023-000	\$ 465.69
97	76000	157-052-024-000	\$ 465.69
98	76000	157-061-001-000	\$ 465.69
99	76000	157-061-002-000	\$ 465.69
100	76000	157-061-005-000	\$ 465.69
101	76000	157-061-006-000	\$ 465.69
102	76000	157-061-007-000	\$ 465.69
103	76000	157-061-008-000	\$ 465.69
104	76000	157-061-009-000	\$ 465.69
105	76000	157-061-010-000	\$ 465.69
106	76000	157-061-011-000	\$ 465.69
107	76000	157-061-012-000	\$ 465.69
108	76000	157-061-013-000	\$ 465.69
109	76000	157-061-014-000	\$ 465.69
110	76000	157-061-015-000	\$ 465.69
111	76000	157-061-017-000	\$ 465.69
112	76000	157-071-001-000	\$ 465.69
113	76000	157-071-002-000	\$ 465.69
114	76000	157-071-003-000	\$ 465.69
115	76000	157-071-004-000	\$ 465.69
116	76000	157-071-005-000	\$ 465.69
117	76000	157-071-006-000	\$ 465.69
118	76000	157-071-007-000	\$ 465.69
119	76000	157-071-008-000	\$ 465.69
120	76000	157-071-009-000	\$ 465.69
121	76000	157-071-010-000	\$ 465.69
122	76000	157-071-011-000	\$ 465.69
123	76000	157-071-012-000	\$ 465.69
124	76000	157-071-013-000	\$ 465.69
125	76000	157-071-014-000	\$ 465.69
126	76000	157-071-015-000	\$ 465.69
126	76000	157-071-016-000	\$ 465.69
128	76000	157-071-017-000	\$ 465.69
129	76000	157-071-018-000	\$ 465.69
130	76000	157-071-019-000	\$ 465.69
131	76000	157-071-020-000	\$ 465.69
132	76000	157-071-021-000	\$ 465.69
133	76000	157-071-022-000	\$ 465.69
134	76000	157-071-023-000	\$ 465.69
135	76000	157-071-024-000	\$ 465.69

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
136	76000	157-151-001-000	\$ 263.59
137	76000	157-151-002-000	\$ 263.59
138	76000	157-151-003-000	\$ 263.59
139	76000	157-151-004-000	\$ 263.59
140	76000	157-151-005-000	\$ 263.59
141	76000	157-151-006-000	\$ 263.59
142	76000	157-151-007-000	\$ 263.59
143	76000	157-151-008-000	\$ 263.59
144	76000	157-151-009-000	\$ 263.59
145	76000	157-151-010-000	\$ 263.59
146	76000	157-151-011-000	\$ 263.59
147	76000	157-151-012-000	\$ 263.59
148	76000	157-161-001-000	\$ 263.59
149	76000	157-161-002-000	\$ 263.59
150	76000	157-161-003-000	\$ 263.59
151	76000	157-161-001-000	\$ 263.59
152	76000	157-161-005-000	\$ 263.59
153	76000	157-161-006-000	\$ 263.59
154	76000	157-161-007-000	\$ 263.59
155	76000	157-161-008-000	\$ 263.59
156	76000	157-161-009-000	\$ 263.59
157	76000	157-101-003-000	\$ 1,621.03
158	76000	157-101-004-000	\$ 1,621.03
159	76000	157-101-005-000	\$ 1,621.03
160	76000	157-101-006-000	\$ 1,621.03
161	76000	157-101-007-000	\$ 1,621.03
162	76000	157-101-008-000	\$ 1,621.03
163	76000	157-101-009-000	\$ 1,621.03
164	76000	157-101-010-000	\$ 1,621.03
165	76000	157-031-002-000	\$ 283.83
166	76000	157-031-011-000	\$ 553.54
167	76000	157-031-013-000	\$ 186.40
168	76000	157-031-014-000	\$ 3,944.00
169	76000	157-031-015-000	\$ 70.61
170	76000	157-031-016-000	\$ 423.63
171	76000	157-031-017-000	\$ 538.01
172	76000	157-031-020-000	\$ 497.06
173	76000	157-031-022-000	\$ 1,529.30
174	76000	157-031-023-000	\$ 1,974.12
175	76000	157-031-025-000	\$ 660.86
176	76000	157-031-026-000	\$ 639.68
177	76000	157-111-001-000	\$ 105.91
178	76000	157-111-002-000	\$ 105.91
179	76000	157-111-003-000	\$ 105.91
180	76000	157-111-004-000	\$ 105.91

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
181	76000	157-111-005-000	\$ 105.91
182	76000	157-111-006-000	\$ 105.91
183	76000	157-111-007-000	\$ 105.91
184	76000	157-111-008-000	\$ 105.91
185	76000	157-031-002-000	\$ 120.56
186	76000	157-031-001-000	\$ 235.12
187	76000	157-031-013-000	\$ 235.12
188	76000	157-031-014-000	\$ 1,675.24
189	76000	157-031-015-000	\$ 29.99
190	76000	157-031-016-000	\$ 179.94
191	76000	157-031-017-000	\$ 228.52
192	76000	157-031-020-000	\$ 211.13
193	76000	157-031-022-000	\$ 649.58
194	76000	157-031-023-000	\$ 838.52
195	76000	157-031-025-000	\$ 280.71
196	76000	157-031-026-000	\$ 271.71
197	76000	157-111-001-000	\$ 44.99
198	76000	157-111-002-000	\$ 44.99
199	76000	157-111-003-000	\$ 44.99
200	76000	157-111-004-000	\$ 44.99
201	76000	157-111-005-000	\$ 44.99
202	76000	157-111-006-000	\$ 44.99
203	76000	157-111-007-000	\$ 44.99
204	76000	157-111-008-000	\$ 44.99
205	76000	157-111-009-000	\$ 44.99
206	76000	157-111-010-000	\$ 44.99
207	76000	157-111-011-000	\$ 44.99
208	76000	157-111-012-000	\$ 44.99
209	76000	157-111-013-000	\$ 44.99
210	76000	157-111-014-000	\$ 44.99
211	76000	157-111-015-000	\$ 44.99
212	76000	157-111-016-000	\$ 44.99
213	76000	157-111-107-000	\$ 44.99
214	76000	157-111-018-000	\$ 44.99
215	76000	157-111-019-000	\$ 44.99
216	76000	157-111-020-000	\$ 44.99
217	76000	157-111-021-000	\$ 44.99
<b>Parcel Count: 217</b>		<b>Total CSA No. 25</b>	<b>\$ 111,038.35</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 26  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 26-New Moss Landing Heights (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1,” regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12th day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	76100	133191001000	\$ 22.08
2	76100	133191002000	\$ 22.08
3	76100	133191003000	\$ 22.08
4	76100	133191004000	\$ 22.08
5	76100	133191005000	\$ 22.08
6	76100	133191006000	\$ 22.08
7	76100	133191007000	\$ 11.04
8	76100	133191008000	\$ 44.16
9	76100	133191009000	\$ 22.08
10	76100	133191010000	\$ 22.08
11	76100	133191011000	\$ 22.08
12	76100	133191012000	\$ 22.08
13	76100	133191013000	\$ 22.08
14	76100	133191014000	\$ 22.08
15	76100	133191015000	\$ 22.08
16	76100	133191016000	\$ 22.08
17	76100	133191017000	\$ 22.08
18	76100	133191018000	\$ 22.08
19	76100	133191019000	\$ 22.08
20	76100	133191020000	\$ 44.16
21	76100	133191021000	\$ 44.16
22	76100	133191022000	\$ 11.04
23	76100	133192005000	\$ 110.40
24	76100	133193001000	\$ 110.40
25	76100	133193002000	\$ 11.04
26	76100	133193003000	\$ 11.04
27	76100	133193004000	\$ 11.04
28	76100	133193007000	\$ 11.04
29	76100	133193008000	\$ 110.40
30	76100	133193009000	\$ 110.40
31	76100	133194001000	\$ 22.08
32	76100	133194002000	\$ 22.08
33	76100	133194003000	\$ 22.08
34	76100	133194004000	\$ 22.08
35	76100	133194005000	\$ 22.08
36	76100	133194006000	\$ 22.08
37	76100	133194007000	\$ 22.08
38	76100	133194008000	\$ 22.08
39	76100	133194009000	\$ 22.08
40	76100	133194010000	\$ 22.08
41	76100	133194011000	\$ 22.08
42	76100	133194012000	\$ 22.08
43	76100	133194013000	\$ 22.08
44	76100	133194014000	\$ 22.08
45	76100	133194015000	\$ 44.16



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	76100	133194016000	\$ 44.16
47	76100	133194017000	\$ 44.16
48	76100	133194018000	\$ 22.08
49	76100	133194019000	\$ 22.08
50	76100	133194020000	\$ 22.08
51	76100	133194021000	\$ 22.08
52	76100	133194022000	\$ 22.08
53	76100	133194023000	\$ 22.08
54	76100	133194024000	\$ 22.08
55	76100	133194025000	\$ 22.08
56	76100	133194026000	\$ 22.08
57	76100	133194027000	\$ 22.08
58	76100	133194028000	\$ 22.08
59	76100	133194029000	\$ 22.08
60	76100	133194030000	\$ 22.08
61	76100	133194031000	\$ 22.08
62	76100	133194032000	\$ 22.08
63	76100	133194033000	\$ 22.08
<b>Parcel Count: 63</b>		<b>Total CSA No. 26</b>	<b>\$ 1,810.56</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 30  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 30-Rancho Mar Monte 1, 2, & 3 (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1,” regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12th day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76200 TAX YEAR 2024-25

No.	Bond #	Parcel	Fees per Parcel
1	76200	103121001000	\$ 34.96
2	76200	103121002000	\$ 17.48
3	76200	103121003000	\$ 17.48
4	76200	103121004000	\$ 17.48
5	76200	103121005000	\$ 17.48
6	76200	103121006000	\$ 17.48
7	76200	103121007000	\$ 17.48
8	76200	103121008000	\$ 17.48
9	76200	103121009000	\$ 104.88
10	76200	103121010000	\$ 34.96
11	76200	103121011000	\$ 34.96
12	76200	103121012000	\$ 17.48
13	76200	103121013000	\$ 17.48
14	76200	103121014000	\$ 8.74
15	76200	103122001000	\$ 34.96
16	76200	103122002000	\$ 34.96
17	76200	103122003000	\$ 17.48
18	76200	103131001000	\$ 17.48
19	76200	103131002000	\$ 34.96
20	76200	103131003000	\$ 17.48
21	76200	103131004000	\$ 34.96
22	76200	103131005000	\$ 17.48
23	76200	103131006000	\$ 34.96
24	76200	103131007000	\$ 34.96
25	76200	103141004000	\$ 34.96
26	76200	103141005000	\$ 34.96
27	76200	103191001000	\$ 34.96
28	76200	103191005000	\$ 34.96
29	76200	103191006000	\$ 17.48
30	76200	103191007000	\$ 17.48
31	76200	103191010000	\$ 34.96
32	76200	103191012000	\$ 34.96
33	76200	103191013000	\$ 69.92
<b>Parcel Count: 33</b>		<b>Total CSA No. 30</b>	<b>\$ 970.14</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 31  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 31-Aromas Hills Subdivision (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1,” regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1,” the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12th day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 75300 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	76300	267082026000	\$ 68.80
2	76300	267082028000	\$ 68.80
3	76300	267082029000	\$ 68.80
4	76300	267082038000	\$ 68.80
5	76300	267082039000	\$ 68.80
6	76300	267082040000	\$ 68.80
7	76300	267082041000	\$ 206.40
8	76300	267131001000	\$ 8.60
9	76300	267131002000	\$ 8.60
10	76300	267131003000	\$ 8.60
11	76300	267131004000	\$ 8.60
12	76300	267131005000	\$ 8.60
13	76300	267131008000	\$ 8.60
14	76300	267131011000	\$ 17.20
15	76300	267131012000	\$ 34.40
16	76300	267131013000	\$ 17.20
17	76300	267131014000	\$ 17.20
18	76300	267131015000	\$ 17.20
19	76300	267131016000	\$ 17.20
20	76300	267131017000	\$ 17.20
21	76300	267131018000	\$ 17.20
22	76300	267131019000	\$ 8.60
23	76300	267131020000	\$ 17.20
24	76300	267131021000	\$ 17.20
25	76300	267131022000	\$ 8.60
26	76300	267131031000	\$ 17.20
27	76300	267131032000	\$ 17.20
28	76300	267131033000	\$ 17.20
29	76300	267131034000	\$ 17.20
<b>Parcel Count: 29</b>		<b>Total CSA No. 31</b>	<b>\$ 946.00</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 32  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 32- Green Valley Acres & Moon Subdivision (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:



I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	76400	125541001000	\$ 40.92
2	76400	125541002000	\$ 40.92
3	76400	125541003000	\$ 40.92
4	76400	125541004000	\$ 40.92
5	76400	125541005000	\$ 40.92
6	76400	125541006000	\$ 40.92
7	76400	125541007000	\$ 40.92
8	76400	125541008000	\$ 40.92
9	76400	125541009000	\$ 40.92
10	76400	125541010000	\$ 40.92
11	76400	125541011000	\$ 40.92
12	76400	125541012000	\$ 40.92
13	76400	125541013000	\$ 40.92
14	76400	127301001000	\$ 32.18
15	76400	127301002000	\$ 32.18
16	76400	127301003000	\$ 32.18
17	76400	127301004000	\$ 32.18
18	76400	127301005000	\$ 32.18
19	76400	127301006000	\$ 32.18
20	76400	127301007000	\$ 32.18
21	76400	127301008000	\$ 32.18
22	76400	127301009000	\$ 40.92
23	76400	127301010000	\$ 32.18
24	76400	127301011000	\$ 32.18
25	76400	127301012000	\$ 32.18
26	76400	127301013000	\$ 32.18
27	76400	127301014000	\$ 32.18
28	76400	127301015000	\$ 32.18
29	76400	127301016000	\$ 32.18
30	76400	127301017000	\$ 32.18
31	76400	127301018000	\$ 32.18
32	76400	127301019000	\$ 32.18
33	76400	127301020000	\$ 32.18
34	76400	127301021000	\$ 40.92
35	76400	127301022000	\$ 40.92
36	76400	127301023000	\$ 32.18
37	76400	127301024000	\$ 32.18
38	76400	127301025000	\$ 32.18
39	76400	127301026000	\$ 32.18
40	76400	127301027000	\$ 32.18
41	76400	127301028000	\$ 32.18
42	76400	127301029000	\$ 32.18
43	76400	127301030000	\$ 32.18
44	76400	127301031000	\$ 32.18
45	76400	127301032000	\$ 32.18

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	76400	127303001000	\$ 32.18
47	76400	127303002000	\$ 32.18
48	76400	127303003000	\$ 32.18
49	76400	127303004000	\$ 32.18
50	76400	127303005000	\$ 32.18
51	76400	127303006000	\$ 32.18
52	76400	127303007000	\$ 32.18
53	76400	127303008000	\$ 32.18
54	76400	127303009000	\$ 32.18
55	76400	127303010000	\$ 32.18
56	76400	127311001000	\$ 32.18
57	76400	127312001000	\$ 32.18
58	76400	127313001000	\$ 32.18
59	76400	127313002000	\$ 32.18
60	76400	127313003000	\$ 32.18
61	76400	127313006000	\$ 32.18
62	76400	127313007000	\$ 32.18
63	76400	127313008000	\$ 32.18
64	76400	127313009000	\$ 32.18
65	76400	127313011000	\$ 32.18
66	76400	127313012000	\$ 32.18
67	76400	127381001000	\$ 58.40
68	76400	127381002000	\$ 58.40
69	76400	127381003000	\$ 58.40
70	76400	127381004000	\$ 58.40
71	76400	127381005000	\$ 40.92
72	76400	127381006000	\$ 40.92
73	76400	127381007000	\$ 40.92
74	76400	127381008000	\$ 58.40
75	76400	127381009000	\$ 40.92
76	76400	127381010000	\$ 58.40
77	76400	127381011000	\$ 40.92
78	76400	127381012000	\$ 58.40
79	76400	127381013000	\$ 40.92
80	76400	127381014000	\$ 81.84
81	76400	127381015000	\$ 40.92
82	76400	127381016000	\$ 40.92
83	76400	127381017000	\$ 40.92
84	76400	127381018000	\$ 40.92
85	76400	127381019000	\$ 58.40
86	76400	127381020000	\$ 40.92
87	76400	127381021000	\$ 58.40
88	76400	127381022000	\$ 58.40
89	76400	127381023000	\$ 58.40
90	76400	127381024000	\$ 58.40

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
91	76400	127381025000	\$ 58.40
92	76400	127381026000	\$ 40.92
93	76400	127381027000	\$ 58.40
94	76400	127381028000	\$ 40.92
95	76400	127381029000	\$ 58.40
96	76400	127381030000	\$ 40.92
97	76400	127381031000	\$ 40.92
98	76400	127381032000	\$ 40.92
99	76400	127381033000	\$ 58.40
100	76400	127381034000	\$ 58.40
101	76400	127381035000	\$ 58.40
102	76400	127381036000	\$ 58.40
103	76400	127381037000	\$ 40.92
104	76400	127381038000	\$ 40.92
105	76400	127381039000	\$ 58.40
106	76400	127381040000	\$ 40.92
107	76400	127381041000	\$ 40.92
108	76400	127381042000	\$ 40.92
109	76400	127381043000	\$ 40.92
110	76400	127381044000	\$ 40.92
111	76400	127381045000	\$ 58.40
112	76400	127381046000	\$ 58.40
113	76400	127381047000	\$ 40.92
114	76400	127381048000	\$ 40.92
115	76400	127381049000	\$ 40.92
116	76400	127381050000	\$ 40.92
117	76400	127381051000	\$ 40.92
118	76400	127381052000	\$ 58.40
119	76400	127381053000	\$ 58.40
120	76400	127381054000	\$ 40.92
121	76400	127381055000	\$ 40.92
122	76400	127381056000	\$ 58.40
123	76400	127381057000	\$ 58.40
124	76400	127381058000	\$ 58.40
125	76400	127381059000	\$ 40.92
<b>Parcel Count: 125</b>		<b>Total CSA No. 32</b>	<b>\$ 5,190.88</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 33  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,        )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 33-Coast Ridge Subdivision & Carmel Sur (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12th day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76500 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	76500	243281003000	\$ 34.96
2	76500	243281006000	\$ 17.48
3	76500	243281005000	\$ 34.96
4	76500	243282001000	\$ 17.48
5	76500	243282003000	\$ 34.96
6	76500	243282004000	\$ 17.48
7	76500	243282005000	\$ 17.48
8	76500	243282006000	\$ 17.48
9	76500	243282007000	\$ 17.48
10	76500	243282008000	\$ 17.48
11	76500	243282009000	\$ 17.48
12	76500	243282010000	\$ 17.48
13	76500	243282012000	\$ 8.74
14	76500	243282013000	\$ 34.96
15	76500	243292001000	\$ 17.48
16	76500	243292002000	\$ 17.48
17	76500	243293001000	\$ 17.48
18	76500	243293002000	\$ 17.48
19	76500	243293003000	\$ 17.48
20	76500	243293004000	\$ 34.96
21	76500	243293005000	\$ 17.48
22	76500	243331001000	\$ 34.96
23	76500	243331002000	\$ 34.96
24	76500	243331003000	\$ 34.96
25	76500	243331004000	\$ 34.96
26	76500	243331009000	\$ 8.74
27	76500	243331010000	\$ 34.96
28	76500	243341001000	\$ 34.96
29	76500	243341002000	\$ 34.96
30	76500	243341003000	\$ 34.96
31	76500	243341004000	\$ 34.96
32	76500	243341005000	\$ 34.96
33	76500	243341006000	\$ 34.96
34	76500	243351001000	\$ 34.96
35	76500	243351002000	\$ 34.96
36	76500	243351003000	\$ 34.96
37	76500	243351004000	\$ 17.48
38	76500	243351005000	\$ 34.96
39	76500	243351006000	\$ 34.96
<b>Parcel Count: 39</b>		<b>Total CSA No. 33:</b>	<b>\$ 1,031.32</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 35  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 35-Paradise Park & Rancho Borromeo (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August, 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:



I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76700 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	76700	125451001000	\$ 25.28
2	76700	125451002000	\$ 25.28
3	76700	125451003000	\$ 25.28
4	76700	125451004000	\$ 23.80
5	76700	125451005000	\$ 25.28
6	76700	125452001000	\$ 25.28
7	76700	125452002000	\$ 25.28
8	76700	125452003000	\$ 25.28
9	76700	125461001000	\$ 25.28
10	76700	125461002000	\$ 25.28
11	76700	125461003000	\$ 25.28
12	76700	125461004000	\$ 25.28
13	76700	125461005000	\$ 23.80
14	76700	125462002000	\$ 23.80
15	76700	125462003000	\$ 25.28
16	76700	125462004000	\$ 25.28
17	76700	125462005000	\$ 25.28
18	76700	125462006000	\$ 25.28
19	76700	125462007000	\$ 25.28
20	76700	125462008000	\$ 25.28
21	76700	125462009000	\$ 25.28
22	76700	125462010000	\$ 25.28
23	76700	125462011000	\$ 23.80
24	76700	125462012000	\$ 25.28
25	76700	125462015000	\$ 25.28
26	76700	125463001000	\$ 25.28
27	76700	125463002000	\$ 23.80
28	76700	125463003000	\$ 23.80
29	76700	125463004000	\$ 23.80
30	76700	125463005000	\$ 23.80
31	76700	125463006000	\$ 12.64
32	76700	125463007000	\$ 23.80
33	76700	125463008000	\$ 23.80
34	76700	125463009000	\$ 23.80
35	76700	125463010000	\$ 23.80
36	76700	125463011000	\$ 23.80
37	76700	125463012000	\$ 23.80
38	76700	125463013000	\$ 23.80
39	76700	125463014000	\$ 25.28
40	76700	125463015000	\$ 25.28
41	76700	125601001000	\$ 28.24
42	76700	125601002000	\$ 28.24
43	76700	125601003000	\$ 28.24
44	76700	125601004000	\$ 25.28
45	76700	125601005000	\$ 28.24
46	76700	125601006000	\$ 28.24

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76700 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
47	76700	125601007000	\$ 28.24
48	76700	125601008000	\$ 28.24
49	76700	125601009000	\$ 28.24
50	76700	125601010000	\$ 28.24
51	76700	125601011000	\$ 28.24
52	76700	125601012000	\$ 28.24
53	76700	125601013000	\$ 28.24
54	76700	125601014000	\$ 28.24
55	76700	125601015000	\$ 28.24
56	76700	125601016000	\$ 28.24
57	76700	125601017000	\$ 28.24
58	76700	125601018000	\$ 28.24
59	76700	125601019000	\$ 28.24
60	76700	125601020000	\$ 28.24
61	76700	125601021000	\$ 28.24
62	76700	125601022000	\$ 28.24
63	76700	125601023000	\$ 28.24
64	76700	125601024000	\$ 28.24
65	76700	125601025000	\$ 28.24
66	76700	125601026000	\$ 28.24
67	76700	125601027000	\$ 28.24
68	76700	125602008000	\$ 28.24
69	76700	125602009000	\$ 28.24
70	76700	125602013000	\$ 28.24
71	76700	125602015000	\$ 28.24
72	76700	125602017000	\$ 28.24
73	76700	125602019000	\$ 28.24
74	76700	125602031000	\$ 28.24
75	76700	125602033000	\$ 28.24
76	76700	125602034000	\$ 28.24
77	76700	125602035000	\$ 28.24
78	76700	125602036000	\$ 28.24
79	76700	125602037000	\$ 28.24
80	76700	125602038000	\$ 28.24
81	76700	125602039000	\$ 28.24
82	76700	125602040000	\$ 28.24
83	76700	125602041000	\$ 28.24
84	76700	125602042000	\$ 28.24
85	76700	125602043000	\$ 28.24
86	76700	125602044000	\$ 28.24
87	76700	125602045000	\$ 28.24
88	76700	125602046000	\$ 28.24
89	76700	125602047000	\$ 28.24
90	76700	125602048000	\$ 28.24
91	76700	125602049000	\$ 28.24
92	76700	125602050000	\$ 28.24

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76700 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
93	76700	125602051000	\$ 34.16
94	76700	125602052000	\$ 34.16
95	76700	125602053000	\$ 34.16
96	76700	125602054000	\$ 28.24
97	76700	125602055000	\$ 28.24
98	76700	125603001000	\$ 28.24
99	76700	125603002000	\$ 28.24
100	76700	125603003000	\$ 28.24
101	76700	125603004000	\$ 28.24
102	76700	125603005000	\$ 28.24
103	76700	125603006000	\$ 28.24
104	76700	125603007000	\$ 28.24
105	76700	125603008000	\$ 28.24
106	76700	125603009000	\$ 28.24
107	76700	125603010000	\$ 28.24
108	76700	125603011000	\$ 28.24
109	76700	125603012000	\$ 28.24
110	76700	125603013000	\$ 28.24
111	76700	125603014000	\$ 28.24
112	76700	125603015000	\$ 28.24
113	76700	125603018000	\$ 28.24
114	76700	125603019000	\$ 28.24
115	76700	125603020000	\$ 28.24
116	76700	125603021000	\$ 28.24
117	76700	125603022000	\$ 28.24
118	76700	125603024000	\$ 28.24
119	76700	125603025000	\$ 28.24
120	76700	125603026000	\$ 46.00
121	76700	125603031000	\$ 28.24
122	76700	125603032000	\$ 28.24
123	76700	125603033000	\$ 28.24
124	76700	125603034000	\$ 34.16
125	76700	125603035000	\$ 28.24
126	76700	125603036000	\$ 34.16
127	76700	125603037000	\$ 28.24
128	76700	125603038000	\$ 28.24
129	76700	125603039000	\$ 28.24
130	76700	125603040000	\$ 28.24
131	76700	125603041000	\$ 28.24
132	76700	125603042000	\$ 28.24
133	76700	125603043000	\$ 28.24
134	76700	125603044000	\$ 28.24
135	76700	125603045000	\$ 28.24
136	76700	125603046000	\$ 28.24
137	76700	125603047000	\$ 28.24
138	76700	125603048000	\$ 34.16

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76700 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
139	76700	125604001000	\$ 25.28
140	76700	125604002000	\$ 28.24
141	76700	125604003000	\$ 51.92
142	76700	125604004000	\$ 52.60
143	76700	125604005000	\$ 34.16
144	76700	125604006000	\$ 28.24
145	76700	125604007000	\$ 63.76
146	76700	125604008000	\$ 40.08
147	76700	125604010000	\$ 57.84
148	76700	125604017000	\$ 25.28
149	76700	125604018000	\$ 25.28
150	76700	125604019000	\$ 25.28
151	76700	125604020000	\$ 25.28
152	76700	125604022000	\$ 40.08
153	76700	133271001000	\$ 23.80
154	76700	133271002000	\$ 23.80
155	76700	133271003000	\$ 23.80
156	76700	133271004000	\$ 23.80
157	76700	133271005000	\$ 23.80
158	76700	133271006000	\$ 23.80
159	76700	133271007000	\$ 23.80
160	76700	133271008000	\$ 23.80
161	76700	133271009000	\$ 23.80
162	76700	133271010000	\$ 23.80
163	76700	133271011000	\$ 23.80
164	76700	133271012000	\$ 23.80
165	76700	133271013000	\$ 23.80
166	76700	133271014000	\$ 23.80
167	76700	133271015000	\$ 23.80
168	76700	133271016000	\$ 23.80
169	76700	133271017000	\$ 23.80
170	76700	133271018000	\$ 23.80
171	76700	133271019000	\$ 23.80
172	76700	133271020000	\$ 23.80
173	76700	133271021000	\$ 23.80
174	76700	133271022000	\$ 23.80
175	76700	133271023000	\$ 23.80
176	76700	133271024000	\$ 23.80
177	76700	133271025000	\$ 23.80
178	76700	133271026000	\$ 23.80
179	76700	133271027000	\$ 23.80
180	76700	133271028000	\$ 23.80
181	76700	133271029000	\$ 23.80
182	76700	133271030000	\$ 23.80
183	76700	133271031000	\$ 23.80
184	76700	133271032000	\$ 23.80

EXHIBIT 1

COUNTY OF MONTEREY  
USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
FOR TAX CODE 76700 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
185	76700	133271033000	\$ 23.80
186	76700	133271034000	\$ 23.80
187	76700	133271035000	\$ 23.80
188	76700	133271036000	\$ 23.80
<b>Parcel Count: 188</b>		<b>Total CSA No. 35</b>	<b>\$ 5,174.32</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 37  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 37-Colonia Oak Estates (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12th day of August 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 resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	76800	125471001000	\$ 34.96
2	76800	125471002000	\$ 69.92
3	76800	125471003000	\$ 8.74
4	76800	125471004000	\$ 8.74
5	76800	125471005000	\$ 17.48
6	76800	125471006000	\$ 17.48
7	76800	125471007000	\$ 17.48
8	76800	125471008000	\$ 17.48
9	76800	125471009000	\$ 8.74
10	76800	125471010000	\$ 17.48
11	76800	125471011000	\$ 17.48
12	76800	125471012000	\$ 8.74
13	76800	125471013000	\$ 17.48
14	76800	125471014000	\$ 17.48
15	76800	125471016000	\$ 17.48
16	76800	125471017000	\$ 17.48
17	76800	125471019000	\$ 17.48
18	76800	125472001000	\$ 17.48
19	76800	125472002000	\$ 17.48
20	76800	125472003000	\$ 17.48
21	76800	125472004000	\$ 17.48
22	76800	125472005000	\$ 17.48
23	76800	125472006000	\$ 17.48
24	76800	125472007000	\$ 17.48
25	76800	125472008000	\$ 17.48
26	76800	125472009000	\$ 34.96
27	76800	125472010000	\$ 8.74
28	76800	125472011000	\$ 17.48
29	76800	125472013000	\$ 34.96
30	76800	125481001000	\$ 17.48
31	76800	125481002000	\$ 17.48
32	76800	125481003000	\$ 17.48
33	76800	125481004000	\$ 17.48
34	76800	125481005000	\$ 17.48
35	76800	125481006000	\$ 17.48
36	76800	125481007000	\$ 17.48
37	76800	125481008000	\$ 17.48
38	76800	125481009000	\$ 17.48
39	76800	125482001000	\$ 17.48
40	76800	125482002000	\$ 8.74
41	76800	125482003000	\$ 17.48
42	76800	125483001000	\$ 17.48
43	76800	125483002000	\$ 8.74
44	76800	125483003000	\$ 17.48
45	76800	125483006000	\$ 34.96
<b>Parcel Count: 45</b>		<b>Total CSA No. 37</b>	<b>\$ 847.78</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 38  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 38-Paradise Lake Estates (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	76900	129094011000	\$ 65.28
2	76900	129094012000	\$ 43.52
3	76900	129094013000	\$ 21.76
4	76900	129094014000	\$ 21.76
5	76900	129094017000	\$ 43.52
6	76900	129094018000	\$ 21.76
7	76900	129094019000	\$ 10.88
8	76900	129094020000	\$ 21.76
9	76900	129094021000	\$ 10.88
10	76900	129094022000	\$ 65.28
11	76900	129094023000	\$ 65.28
12	76900	129094024000	\$ 43.52
13	76900	129094025000	\$ 43.52
14	76900	129094026000	\$ 43.52
15	76900	129094027000	\$ 43.52
16	76900	129094028000	\$ 65.28
17	76900	129094029000	\$ 65.28
18	76900	129094030000	\$ 43.52
19	76900	129094031000	\$ 43.52
20	76900	129094033000	\$ 65.28
21	76900	129171002000	\$ 5.44
22	76900	129171003000	\$ 5.44
23	76900	129171004000	\$ 5.44
24	76900	129171005000	\$ 5.44
25	76900	129171006000	\$ 5.44
26	76900	129171007000	\$ 5.44
27	76900	129171008000	\$ 5.44
28	76900	129171009000	\$ 5.44
29	76900	129171010000	\$ 5.44
30	76900	129171011000	\$ 5.44
31	76900	129171012000	\$ 5.44
32	76900	129171013000	\$ 5.44
33	76900	129171014000	\$ 5.44
34	76900	129171015000	\$ 5.44
35	76900	129171016000	\$ 5.44
36	76900	129171017000	\$ 21.76
37	76900	129171018000	\$ 10.88
38	76900	129172001000	\$ 5.44
39	76900	129172002000	\$ 5.44
40	76900	129172003000	\$ 5.44
41	76900	129172004000	\$ 5.44
42	76900	129172005000	\$ 5.44
43	76900	129172006000	\$ 5.44
44	76900	129172007000	\$ 5.44
45	76900	129172008000	\$ 10.88

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 76900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	76900	129172009000	\$ 10.88
47	76900	129172010000	\$ 10.88
48	76900	129172011000	\$ 10.88
49	76900	129172012000	\$ 5.44
50	76900	129172013000	\$ 5.44
51	76900	129172014000	\$ 5.44
52	76900	129172015000	\$ 5.44
53	76900	129172016000	\$ 5.44
54	76900	129172017000	\$ 5.44
55	76900	129172018000	\$ 5.44
56	76900	129172019000	\$ 5.44
57	76900	129172020000	\$ 5.44
58	76900	129172023000	\$ 5.44
59	76900	129172024000	\$ 10.88
60	76900	129173001000	\$ 5.44
61	76900	129173002000	\$ 5.44
62	76900	129173003000	\$ 5.44
63	76900	129173004000	\$ 5.44
64	76900	129173005000	\$ 10.88
65	76900	129173006000	\$ 10.88
66	76900	129173007000	\$ 10.88
<b>Parcel Count: 66</b>		<b>Total CSA No. 38:</b>	<b>\$ 1,164.16</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 41  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with            )  
respect to the levying of general and special taxes, assessments,        )  
and property-related fees and charges.    )

WHEREAS, the County Service Area 41-Gabilan Acres and Boronda (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	77200	211081001000	\$ 14.36
2	77200	211081002000	\$ 14.36
3	77200	211081003000	\$ 14.36
4	77200	211081010000	\$ 14.36
5	77200	211081011000	\$ 14.36
6	77200	211081012000	\$ 28.72
7	77200	211081013000	\$ 14.36
8	77200	211081014000	\$ 14.36
9	77200	211081015000	\$ 14.36
10	77200	211081016000	\$ 28.72
11	77200	211081017000	\$ 14.36
12	77200	211081018000	\$ 14.36
13	77200	211081019000	\$ 14.36
14	77200	211081020000	\$ 14.36
15	77200	211081021000	\$ 14.36
16	77200	211081022000	\$ 14.36
17	77200	211081023000	\$ 28.72
18	77200	211101002000	\$ 14.36
19	77200	211101003000	\$ 14.36
20	77200	211101004000	\$ 14.36
21	77200	211101005000	\$ 14.36
22	77200	211101006000	\$ 14.36
23	77200	211101007000	\$ 14.36
24	77200	211101008000	\$ 14.36
25	77200	211101009000	\$ 14.36
26	77200	211101010000	\$ 14.36
27	77200	211101011000	\$ 7.18
28	77200	211101012000	\$ 14.36
29	77200	211101013000	\$ 28.72
30	77200	211101014000	\$ 14.36
31	77200	211101015000	\$ 14.36
32	77200	211101016000	\$ 14.36
33	77200	211101017000	\$ 14.36
34	77200	211101018000	\$ 28.72
35	77200	211101019000	\$ 14.36
36	77200	211101022000	\$ 14.36
37	77200	211101023000	\$ 14.36
38	77200	211101025000	\$ 14.36
39	77200	211101026000	\$ 14.36
40	77200	211101028000	\$ 14.36
41	77200	211101029000	\$ 14.36
42	77200	211101032000	\$ 14.36
43	77200	211101033000	\$ 14.36
44	77200	211101034000	\$ 14.36
45	77200	211101035000	\$ 14.36



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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	77200	211101036000	\$ 14.36
47	77200	211101037000	\$ 14.36
48	77200	211101038000	\$ 14.36
49	77200	211101039000	\$ 14.36
50	77200	211101040000	\$ 14.36
51	77200	211101041000	\$ 14.36
52	77200	211101042000	\$ 14.36
53	77200	211101043000	\$ 14.36
54	77200	211101044000	\$ 14.36
55	77200	211101045000	\$ 14.36
56	77200	211101048000	\$ 14.36
57	77200	211101049000	\$ 14.36
58	77200	211111001000	\$ 14.36
59	77200	211111002000	\$ 14.36
60	77200	211111003000	\$ 14.36
61	77200	211111004000	\$ 14.36
62	77200	211111005000	\$ 14.36
63	77200	211111006000	\$ 14.36
64	77200	211111007000	\$ 14.36
65	77200	211111008000	\$ 14.36
66	77200	211111010000	\$ 14.36
67	77200	211111011000	\$ 14.36
68	77200	211111016000	\$ 14.36
69	77200	211111017000	\$ 14.36
70	77200	211111018000	\$ 14.36
71	77200	211111019000	\$ 14.36
72	77200	211111020000	\$ 14.36
73	77200	211111021000	\$ 14.36
74	77200	211111022000	\$ 14.36
75	77200	211111023000	\$ 14.36
76	77200	211111024000	\$ 14.36
77	77200	211111025000	\$ 14.36
78	77200	211111026000	\$ 14.36
79	77200	211111027000	\$ 14.36
80	77200	211112001000	\$ 14.36
81	77200	211112002000	\$ 14.36
82	77200	211112003000	\$ 14.36
83	77200	211112004000	\$ 14.36
84	77200	211112005000	\$ 14.36
85	77200	211112006000	\$ 14.36
86	77200	211112007000	\$ 14.36
87	77200	211112008000	\$ 14.36
88	77200	211112009000	\$ 28.72
89	77200	211112010000	\$ 14.36
90	77200	211112013000	\$ 14.36

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
91	77200	211112014000	\$ 14.36
92	77200	211112015000	\$ 14.36
93	77200	211112016000	\$ 14.36
94	77200	211112017000	\$ 14.36
95	77200	211112018000	\$ 14.36
96	77200	211112019000	\$ 7.18
97	77200	211112021000	\$ 14.36
98	77200	211112024000	\$ 14.36
99	77200	211112025000	\$ 14.36
100	77200	211121001000	\$ 14.36
101	77200	211121002000	\$ 14.36
102	77200	211121003000	\$ 14.36
103	77200	211121004000	\$ 14.36
104	77200	211121005000	\$ 14.36
105	77200	211121006000	\$ 14.36
106	77200	211121007000	\$ 14.36
107	77200	211121008000	\$ 14.36
108	77200	211121009000	\$ 14.36
109	77200	211121010000	\$ 14.36
110	77200	211121011000	\$ 14.36
111	77200	211121012000	\$ 14.36
112	77200	211121013000	\$ 28.72
113	77200	211121014000	\$ 14.36
114	77200	211121015000	\$ 14.36
115	77200	211121016000	\$ 71.80
116	77200	211121019000	\$ 14.36
117	77200	211121020000	\$ 28.72
118	77200	211121021000	\$ 14.36
119	77200	211121022000	\$ 14.36
120	77200	211121023000	\$ 14.36
121	77200	211121024000	\$ 14.36
122	77200	211121025000	\$ 14.36
123	77200	211121026000	\$ 14.36
124	77200	211121027000	\$ 14.36
125	77200	211121028000	\$ 14.36
126	77200	211121029000	\$ 14.36
127	77200	211121030000	\$ 14.36
128	77200	211121031000	\$ 14.36
129	77200	211121032000	\$ 14.36
130	77200	211121033000	\$ 14.36
131	77200	211121034000	\$ 14.36
132	77200	211121035000	\$ 14.36
133	77200	211121036000	\$ 14.36
134	77200	211121038000	\$ 14.36
135	77200	211121040000	\$ 14.36

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 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
136	77200	211121041000	\$ 14.36
137	77200	211121042000	\$ 14.36
138	77200	211121043000	\$ 14.36
139	77200	211121044000	\$ 14.36
140	77200	211121045000	\$ 14.36
141	77200	211131001000	\$ 14.36
142	77200	211131002000	\$ 14.36
143	77200	211131003000	\$ 14.36
144	77200	211131004000	\$ 14.36
145	77200	211131007000	\$ 14.36
146	77200	211131008000	\$ 14.36
147	77200	211131016000	\$ 14.36
148	77200	211131020000	\$ 14.36
149	77200	211131021000	\$ 14.36
150	77200	211131023000	\$ 14.36
151	77200	211131024000	\$ 14.36
152	77200	211131025000	\$ 14.36
153	77200	211131026000	\$ 14.36
154	77200	211131027000	\$ 14.36
155	77200	211131028000	\$ 14.36
156	77200	211131029000	\$ 14.36
157	77200	211131030000	\$ 14.36
158	77200	211131031000	\$ 14.36
159	77200	211141001000	\$ 28.72
160	77200	211141004000	\$ 14.36
161	77200	211141005000	\$ 14.36
162	77200	211141006000	\$ 14.36
163	77200	211141007000	\$ 28.72
164	77200	211141009000	\$ 14.36
165	77200	211141010000	\$ 14.36
166	77200	211141011000	\$ 14.36
167	77200	211141014000	\$ 14.36
168	77200	211141015000	\$ 14.36
169	77200	211141016000	\$ 14.36
170	77200	211141017000	\$ 14.36
171	77200	211151001000	\$ 14.36
172	77200	211151003000	\$ 28.72
173	77200	211151005000	\$ 14.36
174	77200	211151014000	\$ 7.18
175	77200	211151015000	\$ 14.36
176	77200	211151016000	\$ 14.36
177	77200	211151017000	\$ 14.36
178	77200	211151018000	\$ 14.36
179	77200	211151019000	\$ 14.36
180	77200	211151021000	\$ 14.36

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 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
181	77200	211151022000	\$ 14.36
182	77200	211151023000	\$ 14.36
183	77200	211151024000	\$ 14.36
184	77200	211151025000	\$ 14.36
185	77200	211151026000	\$ 14.36
186	77200	211151027000	\$ 14.36
187	77200	211151028000	\$ 14.36
188	77200	211151029000	\$ 14.36
189	77200	211151030000	\$ 14.36
190	77200	211151031000	\$ 14.36
191	77200	211151033000	\$ 14.36
192	77200	261011009000	\$ 7.18
193	77200	261011017000	\$ 7.18
194	77200	261011023000	\$ 7.18
195	77200	261011026000	\$ 7.18
196	77200	261021003000	\$ 7.18
197	77200	261031002000	\$ 7.18
198	77200	261031004000	\$ 7.18
199	77200	261031009000	\$ 71.80
200	77200	261031011000	\$ 71.80
201	77200	261031012000	\$ 71.80
202	77200	261031013000	\$ 71.80
203	77200	261031014000	\$ 71.80
204	77200	261031015000	\$ 7.18
205	77200	261031016000	\$ 7.18
206	77200	261031017000	\$ 71.80
207	77200	261031018000	\$ 14.36
208	77200	261041001000	\$ 14.36
209	77200	261041002000	\$ 14.36
210	77200	261041003000	\$ 14.36
211	77200	261041004000	\$ 14.36
212	77200	261041005000	\$ 14.36
213	77200	261041006000	\$ 14.36
214	77200	261041007000	\$ 14.36
215	77200	261041008000	\$ 14.36
216	77200	261041012000	\$ 28.72
217	77200	261041013000	\$ 71.80
218	77200	261041019000	\$ 71.80
219	77200	261041020000	\$ 71.80
220	77200	261041024000	\$ 7.18
221	77200	261041025000	\$ 7.18
222	77200	261041026000	\$ 7.18
223	77200	261041027000	\$ 28.72
224	77200	261051005000	\$ 71.80
225	77200	261051007000	\$ 71.80

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 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
226	77200	261051008000	\$ 71.80
227	77200	261052002000	\$ 7.18
228	77200	261052003000	\$ 14.36
229	77200	261052006000	\$ 7.18
230	77200	261052007000	\$ 14.36
231	77200	261052008000	\$ 71.80
232	77200	261052009000	\$ 7.18
233	77200	261052010000	\$ 71.80
234	77200	261052011000	\$ 7.18
235	77200	261061002000	\$ 14.36
236	77200	261061003000	\$ 14.36
237	77200	261061005000	\$ 14.36
238	77200	261061006000	\$ 14.36
239	77200	261061010000	\$ 14.36
240	77200	261061011000	\$ 14.36
241	77200	261061013000	\$ 14.36
242	77200	261061014000	\$ 14.36
243	77200	261061015000	\$ 7.18
244	77200	261061016000	\$ 14.36
245	77200	261061017000	\$ 14.36
246	77200	261061018000	\$ 28.72
247	77200	261061020000	\$ 14.36
248	77200	261061021000	\$ 14.36
249	77200	261061022000	\$ 28.72
250	77200	261061024000	\$ 14.36
251	77200	261061025000	\$ 7.18
252	77200	261061028000	\$ 14.36
253	77200	261061029000	\$ 14.36
254	77200	261061030000	\$ 14.36
255	77200	261061031000	\$ 14.36
256	77200	261061032000	\$ 14.36
257	77200	261062001000	\$ 28.72
258	77200	261062002000	\$ 28.72
259	77200	261062003000	\$ 28.72
260	77200	261062004000	\$ 14.36
261	77200	261062005000	\$ 14.36
262	77200	261062006000	\$ 14.36
263	77200	261062009000	\$ 14.36
264	77200	261062012000	\$ 71.80
265	77200	261062014000	\$ 14.36
266	77200	261062015000	\$ 14.36
267	77200	261062017000	\$ 14.36
268	77200	261062018000	\$ 14.36
269	77200	261062019000	\$ 14.36
270	77200	261062020000	\$ 14.36

EXHIBIT 1

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 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
271	77200	261062022000	\$ 14.36
273	77200	261063001000	\$ 28.72
274	77200	261063002000	\$ 14.36
275	77200	261063003000	\$ 14.36
276	77200	261063004000	\$ 14.36
277	77200	261063005000	\$ 14.36
278	77200	261063006000	\$ 14.36
279	77200	261063007000	\$ 14.36
280	77200	261063008000	\$ 7.18
281	77200	261063009000	\$ 14.36
282	77200	261063010000	\$ 14.36
283	77200	261063011000	\$ 14.36
284	77200	261063012000	\$ 14.36
285	77200	261063013000	\$ 14.36
286	77200	261063015000	\$ 14.36
287	77200	261063016000	\$ 14.36
288	77200	261063017000	\$ 71.80
289	77200	261063018000	\$ 14.36
290	77200	261063019000	\$ 28.72
291	77200	261063020000	\$ 14.36
292	77200	261063021000	\$ 14.36
293	77200	261063022000	\$ 14.36
294	77200	261063023000	\$ 14.36
295	77200	261063024000	\$ 7.18
296	77200	261063025000	\$ 14.36
297	77200	261063026000	\$ 14.36
298	77200	261071002000	\$ 71.80
299	77200	261071003000	\$ 14.36
300	77200	261071004000	\$ 14.36
301	77200	261071005000	\$ 14.36
302	77200	261071006000	\$ 71.80
303	77200	261071007000	\$ 71.80
304	77200	261071011000	\$ 14.36
305	77200	261071012000	\$ 14.36
306	77200	261071013000	\$ 14.36
307	77200	261071014000	\$ 14.36
308	77200	261071015000	\$ 14.36
309	77200	261071016000	\$ 14.36
310	77200	261071021000	\$ 14.36
311	77200	261071024000	\$ 71.80
312	77200	261071025000	\$ 14.36
313	77200	261071026000	\$ 28.72
314	77200	261071027000	\$ 71.80
315	77200	261072001000	\$ 14.36
316	77200	261072002000	\$ 14.36

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
317	77200	261072003000	\$ 14.36
318	77200	261072004000	\$ 14.36
319	77200	261072005000	\$ 14.36
320	77200	261072006000	\$ 7.18
321	77200	261073001000	\$ 7.18
322	77200	261073002000	\$ 28.72
323	77200	261073004000	\$ 28.72
324	77200	261073005000	\$ 14.36
325	77200	261073006000	\$ 14.36
326	77200	261073007000	\$ 14.36
327	77200	261073008000	\$ 7.18
328	77200	261073009000	\$ 14.36
329	77200	261073010000	\$ 14.36
330	77200	261073011000	\$ 14.36
331	77200	261073012000	\$ 28.72
332	77200	261073013000	\$ 14.36
333	77200	261074001000	\$ 14.36
334	77200	261074002000	\$ 14.36
335	77200	261074003000	\$ 14.36
336	77200	261074004000	\$ 14.36
337	77200	261074005000	\$ 14.36
338	77200	261074006000	\$ 14.36
339	77200	261074007000	\$ 14.36
340	77200	261074008000	\$ 14.36
341	77200	261074009000	\$ 14.36
342	77200	261074010000	\$ 14.36
343	77200	261074011000	\$ 14.36
344	77200	261074012000	\$ 14.36
345	77200	261074013000	\$ 14.36
346	77200	261074014000	\$ 14.36
347	77200	261074015000	\$ 14.36
348	77200	261074016000	\$ 14.36
349	77200	261074017000	\$ 14.36
350	77200	261074018000	\$ 14.36
351	77200	261081003000	\$ 14.36
352	77200	261081004000	\$ 14.36
353	77200	261081005000	\$ 14.36
354	77200	261081006000	\$ 14.36
355	77200	261081007000	\$ 28.72
356	77200	261081008000	\$ 14.36
357	77200	261081009000	\$ 28.72
358	77200	261081010000	\$ 28.72
359	77200	261081011000	\$ 14.36
360	77200	261081013000	\$ 7.18
361	77200	261081014000	\$ 14.36

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
362	77200	261081015000	\$ 14.36
363	77200	261081016000	\$ 7.18
364	77200	261081018000	\$ 14.36
365	77200	261081020000	\$ 14.36
366	77200	261081021000	\$ 14.36
367	77200	261081022000	\$ 14.36
368	77200	261081023000	\$ 28.72
369	77200	261081025000	\$ 28.72
370	77200	261081026000	\$ 7.18
371	77200	261081027000	\$ 14.36
372	77200	261081028000	\$ 14.36
373	77200	261081029000	\$ 14.36
374	77200	261081030000	\$ 14.36
375	77200	261091001000	\$ 14.36
376	77200	261091002000	\$ 14.36
377	77200	261091003000	\$ 14.36
378	77200	261091004000	\$ 14.36
379	77200	261091005000	\$ 14.36
380	77200	261091006000	\$ 14.36
381	77200	261091007000	\$ 7.18
382	77200	261091008000	\$ 14.36
383	77200	261091009000	\$ 14.36
384	77200	261091010000	\$ 14.36
385	77200	261091011000	\$ 28.72
386	77200	261091012000	\$ 28.72
387	77200	261091013000	\$ 14.36
388	77200	261091014000	\$ 14.36
389	77200	261091015000	\$ 14.36
390	77200	261091016000	\$ 14.36
391	77200	261091019000	\$ 14.36
392	77200	261091020000	\$ 14.36
393	77200	261091021000	\$ 14.36
394	77200	261091022000	\$ 14.36
395	77200	261091023000	\$ 14.36
396	77200	261091024000	\$ 14.36
397	77200	261091025000	\$ 14.36
398	77200	261091026000	\$ 14.36
399	77200	261091027000	\$ 43.08
400	77200	261091028000	\$ 14.36
401	77200	261091029000	\$ 28.72
402	77200	261091030000	\$ 14.36
403	77200	261091031000	\$ 14.36
404	77200	261091032000	\$ 14.36
405	77200	261091035000	\$ 14.36
406	77200	261091036000	\$ 7.18



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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
407	77200	261091037000	\$ 14.36
408	77200	261091038000	\$ 14.36
409	77200	261091039000	\$ 14.36
410	77200	261091040000	\$ 14.36
411	77200	261092001000	\$ 14.36
412	77200	261092003000	\$ 14.36
413	77200	261092004000	\$ 14.36
414	77200	261092005000	\$ 14.36
415	77200	261092006000	\$ 14.36
416	77200	261092007000	\$ 14.36
417	77200	261092008000	\$ 14.36
418	77200	261092009000	\$ 14.36
419	77200	261092010000	\$ 14.36
420	77200	261092011000	\$ 14.36
421	77200	261092012000	\$ 14.36
422	77200	261092013000	\$ 14.36
423	77200	261092014000	\$ 14.36
424	77200	261092015000	\$ 14.36
425	77200	261092016000	\$ 14.36
426	77200	261092017000	\$ 14.36
427	77200	261092019000	\$ 14.36
428	77200	261101002000	\$ 7.18
429	77200	261101003000	\$ 14.36
430	77200	261101004000	\$ 14.36
431	77200	261101005000	\$ 14.36
432	77200	261101006000	\$ 14.36
433	77200	261101007000	\$ 14.36
434	77200	261101008000	\$ 14.36
435	77200	261101009000	\$ 14.36
436	77200	261101010000	\$ 14.36
437	77200	261101011000	\$ 28.72
438	77200	261101012000	\$ 7.18
439	77200	261101013000	\$ 14.36
440	77200	261101014000	\$ 28.72
441	77200	261101015000	\$ 14.36
442	77200	261101021000	\$ 14.36
443	77200	261101023000	\$ 28.72
444	77200	261101027000	\$ 14.36
445	77200	261101029000	\$ 14.36
446	77200	261101030000	\$ 14.36
447	77200	261101031000	\$ 14.36
448	77200	261101032000	\$ 14.36
449	77200	261101033000	\$ 14.36
450	77200	261101034000	\$ 14.36
451	77200	261101035000	\$ 14.36

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
452	77200	261101036000	\$ 14.36
453	77200	261101037000	\$ 14.36
454	77200	261101038000	\$ 14.36
455	77200	261101039000	\$ 14.36
456	77200	261101040000	\$ 71.80
457	77200	261101041000	\$ 14.36
458	77200	261101042000	\$ 14.36
459	77200	261101043000	\$ 14.36
460	77200	261101044000	\$ 7.18
461	77200	261101045000	\$ 14.36
462	77200	261101046000	\$ 14.36
463	77200	261101047000	\$ 14.36
464	77200	261101048000	\$ 14.36
465	77200	261101049000	\$ 14.36
466	77200	261101050000	\$ 14.36
467	77200	261101051000	\$ 14.36
468	77200	261101052000	\$ 14.36
469	77200	261101053000	\$ 7.18
470	77200	261101054000	\$ 7.18
471	77200	261101055000	\$ 7.18
472	77200	261101056000	\$ 14.36
473	77200	261101057000	\$ 14.36
474	77200	261101058000	\$ 14.36
475	77200	261101059000	\$ 14.36
476	77200	261101060000	\$ 14.36
477	77200	261101061000	\$ 14.36
478	77200	261111002000	\$ 28.72
479	77200	261111003000	\$ 28.72
480	77200	261111005000	\$ 14.36
481	77200	261111006000	\$ 14.36
482	77200	261111007000	\$ 14.36
483	77200	261111008000	\$ 14.36
484	77200	261111009000	\$ 14.36
485	77200	261111011000	\$ 14.36
486	77200	261111012000	\$ 14.36
487	77200	261111013000	\$ 14.36
488	77200	261111014000	\$ 14.36
489	77200	261111015000	\$ 14.36
490	77200	261111017000	\$ 14.36
491	77200	261111018000	\$ 14.36
492	77200	261111019000	\$ 14.36
493	77200	261111020000	\$ 14.36
494	77200	261111021000	\$ 14.36

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
495	77200	261111022000	\$ 14.36
496	77200	261111023000	\$ 14.36
497	77200	261111024000	\$ 14.36
498	77200	261111026000	\$ 14.36
499	77200	261111027000	\$ 14.36
500	77200	261111030000	\$ 7.18
501	77200	261111031000	\$ 14.36
502	77200	261111032000	\$ 14.36
503	77200	261111033000	\$ 7.18
504	77200	261111034000	\$ 7.18
505	77200	261121001000	\$ 14.36
506	77200	261121002000	\$ 14.36
507	77200	261121003000	\$ 14.36
508	77200	261121004000	\$ 14.36
509	77200	261121005000	\$ 14.36
510	77200	261121006000	\$ 14.36
511	77200	261121007000	\$ 14.36
512	77200	261121009000	\$ 14.36
513	77200	261121010000	\$ 14.36
514	77200	261121011000	\$ 14.36
515	77200	261121012000	\$ 28.72
516	77200	261121013000	\$ 14.36
517	77200	261121014000	\$ 14.36
518	77200	261121016000	\$ 14.36
519	77200	261121017000	\$ 14.36
520	77200	261121018000	\$ 14.36
521	77200	261121019000	\$ 28.72
522	77200	261121020000	\$ 14.36
523	77200	261121022000	\$ 28.72
524	77200	261121023000	\$ 14.36
525	77200	261121024000	\$ 14.36
526	77200	261121025000	\$ 14.36
527	77200	261121026000	\$ 14.36
528	77200	261121028000	\$ 14.36
529	77200	261121030000	\$ 14.36
530	77200	261121031000	\$ 28.72
531	77200	261122001000	\$ 14.36
532	77200	261122002000	\$ 14.36
533	77200	261122003000	\$ 28.72
534	77200	261122004000	\$ 14.36
535	77200	261122006000	\$ 28.72
536	77200	261122007000	\$ 14.36
537	77200	261122008000	\$ 14.36
538	77200	261122009000	\$ 14.36
539	77200	261122010000	\$ 71.80

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
540	77200	261122011000	\$ 28.72
541	77200	261122012000	\$ 14.36
542	77200	261122013000	\$ 14.36
543	77200	261122014000	\$ 14.36
544	77200	261122015000	\$ 14.36
545	77200	261122016000	\$ 14.36
546	77200	261122017000	\$ 14.36
547	77200	261122018000	\$ 7.18
548	77200	261122019000	\$ 14.36
549	77200	261122020000	\$ 14.36
550	77200	261122022000	\$ 14.36
551	77200	261122023000	\$ 28.72
552	77200	261122025000	\$ 14.36
553	77200	261122026000	\$ 14.36
554	77200	261122027000	\$ 14.36
555	77200	261122028000	\$ 14.36
556	77200	261122030000	\$ 14.36
557	77200	261122031000	\$ 14.36
558	77200	261122032000	\$ 7.18
559	77200	261122033000	\$ 14.36
560	77200	261122034000	\$ 14.36
561	77200	261122035000	\$ 14.36
562	77200	261131010000	\$ 14.36
563	77200	261131016000	\$ 28.72
564	77200	261131017000	\$ 7.18
565	77200	261131018000	\$ 14.36
566	77200	261131019000	\$ 14.36
567	77200	261131020000	\$ 7.18
568	77200	261131021000	\$ 28.72
569	77200	261131022000	\$ 14.36
570	77200	261131023000	\$ 14.36
571	77200	261131025000	\$ 7.18
572	77200	261131026000	\$ 71.80
573	77200	261131027000	\$ 71.80
574	77200	261131030000	\$ 7.18
575	77200	261131031000	\$ 7.18
576	77200	261131033000	\$ 71.80
577	77200	261131035000	\$ 14.36
578	77200	261131036000	\$ 14.36
579	77200	261131037000	\$ 14.36
580	77200	261131039000	\$ 71.80
581	77200	261131040000	\$ 14.36
582	77200	261131041000	\$ 14.36
583	77200	261131042000	\$ 14.36
584	77200	261131043000	\$ 14.36

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77200 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
585	77200	261131044000	\$ 14.36
586	77200	261131045000	\$ 14.36
587	77200	261131046000	\$ 14.36
588	77200	261131047000	\$ 14.36
589	77200	261131048000	\$ 14.36
590	77200	261131049000	\$ 14.36
591	77200	261145014000	\$ 71.80
592	77200	261146015000	\$ 71.80
593	77200	261146016000	\$ 71.80
<b>Parcel Count: 593</b>		<b>Total CSA No. 41</b>	<b>\$ 10,647.94</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 44  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,        )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 44-Corral de Tierra Oaks 1, 2, & 3 (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77500 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	77500	161361001000	\$ 20.20
2	77500	161361002000	\$ 20.20
3	77500	161361003000	\$ 20.20
4	77500	161361004000	\$ 20.20
5	77500	161361005000	\$ 30.64
6	77500	161361006000	\$ 30.64
7	77500	161361007000	\$ 30.64
8	77500	161361008000	\$ 30.64
9	77500	161362001000	\$ 20.20
10	77500	161362002000	\$ 20.20
11	77500	161362003000	\$ 20.20
12	77500	161362004000	\$ 20.20
13	77500	161362008000	\$ 20.20
14	77500	161362009000	\$ 20.20
15	77500	161371001000	\$ 20.20
16	77500	161371002000	\$ 20.20
17	77500	161371003000	\$ 20.20
18	77500	161371004000	\$ 20.20
19	77500	161371005000	\$ 20.20
20	77500	161371006000	\$ 20.20
21	77500	161371007000	\$ 20.20
22	77500	161371008000	\$ 20.20
23	77500	161371009000	\$ 20.20
24	77500	161372001000	\$ 29.96
25	77500	161372002000	\$ 20.20
26	77500	161372003000	\$ 20.20
27	77500	161372004000	\$ 20.20
28	77500	161372005000	\$ 20.20
29	77500	161372006000	\$ 20.20
30	77500	161372007000	\$ 20.20
31	77500	161372008000	\$ 20.20
32	77500	161372009000	\$ 20.20
33	77500	161372010000	\$ 20.20
34	77500	161372011000	\$ 20.20
35	77500	161372012000	\$ 30.64
36	77500	161372013000	\$ 20.20
37	77500	161381001000	\$ 20.20
38	77500	161381002000	\$ 20.20
39	77500	161381003000	\$ 20.20
40	77500	161381004000	\$ 20.20
41	77500	161381005000	\$ 20.20
42	77500	161381006000	\$ 30.64
43	77500	161381007000	\$ 20.20
44	77500	161381008000	\$ 20.20
45	77500	161381009000	\$ 20.20



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77500 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	77500	161381010000	\$ 20.20
47	77500	161381011000	\$ 20.20
48	77500	161382004000	\$ 20.20
49	77500	161382005000	\$ 20.20
50	77500	161382006000	\$ 20.20
51	77500	161382009000	\$ 20.20
52	77500	161382011000	\$ 20.20
53	77500	161382012000	\$ 20.20
54	77500	161382013000	\$ 30.64
55	77500	161391001000	\$ 20.20
56	77500	161391003000	\$ 10.10
57	77500	161392001000	\$ 20.20
58	77500	161392002000	\$ 20.20
59	77500	161392003000	\$ 20.20
60	77500	161392004000	\$ 20.20
61	77500	161393001000	\$ 20.20
62	77500	161393002000	\$ 20.20
63	77500	161393003000	\$ 20.20
64	77500	161393004000	\$ 20.20
65	77500	161393005000	\$ 20.20
66	77500	161393006000	\$ 20.20
67	77500	161451001000	\$ 67.52
68	77500	161461001000	\$ 20.20
69	77500	161461002000	\$ 20.20
70	77500	161461003000	\$ 30.64
71	77500	161461004000	\$ 30.64
72	77500	161461005000	\$ 20.20
73	77500	161461006000	\$ 20.20
74	77500	161461007000	\$ 30.64
75	77500	161461008000	\$ 20.20
76	77500	161461009000	\$ 20.20
77	77500	161461012000	\$ 30.64
78	77500	161461014000	\$ 30.64
79	77500	161511001000	\$ 30.64
80	77500	161511004000	\$ 30.64
81	77500	161511005000	\$ 30.64
82	77500	161511006000	\$ 30.64
83	77500	161511007000	\$ 30.64
84	77500	161511008000	\$ 30.64
85	77500	161511009000	\$ 30.64
86	77500	161511010000	\$ 30.64
87	77500	161511011000	\$ 30.64
88	77500	161511013000	\$ 30.64
89	77500	161511015000	\$ 30.64
90	77500	161511016000	\$ 30.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77500 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
91	77500	161511017000	\$ 20.20
92	77500	161511018000	\$ 20.20
93	77500	161511019000	\$ 30.64
94	77500	161511020000	\$ 30.64
95	77500	161511021000	\$ 30.64
96	77500	161511022000	\$ 30.64
97	77500	161511023000	\$ 30.64
98	77500	161511024000	\$ 30.64
99	77500	161511025000	\$ 30.64
100	77500	161512001000	\$ 30.64
101	77500	161512002000	\$ 30.64
102	77500	161512003000	\$ 30.64
103	77500	161512006000	\$ 30.64
104	77500	161512007000	\$ 30.64
105	77500	161512008000	\$ 30.64
<b>Parcel Count: 105</b>		<b>Total CSA No. 44:</b>	<b>\$ 2,554.26</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 45  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 45-Oak Hills Subdivision & Open Space (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” and Exhibit “2” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and Exhibit “2”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1” and Exhibit “2”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and Exhibit “2” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	77600	133281001000	\$ 25.64
2	77600	133281002000	\$ 25.64
3	77600	133281003000	\$ 25.64
4	77600	133281004000	\$ 25.64
5	77600	133281005000	\$ 25.64
6	77600	133281006000	\$ 25.64
7	77600	133281007000	\$ 25.64
8	77600	133281008000	\$ 25.64
9	77600	133282001000	\$ 25.64
10	77600	133282002000	\$ 25.64
11	77600	133282003000	\$ 25.64
12	77600	133282004000	\$ 25.64
13	77600	133282005000	\$ 32.44
14	77600	133282006000	\$ 32.44
15	77600	133282007000	\$ 32.44
16	77600	133282008000	\$ 25.64
17	77600	133282009000	\$ 25.64
18	77600	133282010000	\$ 32.44
19	77600	133282011000	\$ 32.44
20	77600	133282012000	\$ 32.44
21	77600	133282013000	\$ 25.64
22	77600	133282014000	\$ 25.64
23	77600	133282015000	\$ 25.64
24	77600	133282016000	\$ 25.64
25	77600	133282017000	\$ 25.64
26	77600	133291001000	\$ 25.64
27	77600	133291002000	\$ 25.64
28	77600	133291003000	\$ 25.64
29	77600	133291004000	\$ 25.64
30	77600	133291005000	\$ 25.64
31	77600	133291006000	\$ 25.64
32	77600	133291007000	\$ 25.64
33	77600	133291008000	\$ 25.64
34	77600	133292001000	\$ 25.64
35	77600	133292002000	\$ 25.64
36	77600	133292003000	\$ 25.64
37	77600	133292004000	\$ 25.64
38	77600	133292005000	\$ 25.64
39	77600	133292006000	\$ 25.64
40	77600	133292007000	\$ 25.64
41	77600	133292008000	\$ 25.64
42	77600	133292009000	\$ 25.64
43	77600	133292010000	\$ 25.64
44	77600	133292011000	\$ 25.64
45	77600	133292012000	\$ 25.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	77600	133292013000	\$ 32.44
47	77600	133292014000	\$ 25.64
48	77600	133292015000	\$ 32.44
49	77600	133292016000	\$ 25.64
50	77600	133292017000	\$ 32.44
51	77600	133292018000	\$ 36.62
52	77600	133293001000	\$ 25.64
53	77600	133293002000	\$ 25.64
54	77600	133293003000	\$ 25.64
55	77600	133293004000	\$ 25.64
56	77600	133293005000	\$ 25.64
57	77600	133293006000	\$ 25.64
58	77600	133293007000	\$ 25.64
59	77600	133293008000	\$ 25.64
60	77600	133301001000	\$ 25.64
61	77600	133301002000	\$ 25.64
62	77600	133301003000	\$ 25.64
63	77600	133301004000	\$ 25.64
64	77600	133301005000	\$ 25.64
65	77600	133301006000	\$ 25.64
66	77600	133301007000	\$ 25.64
67	77600	133301008000	\$ 25.64
68	77600	133301009000	\$ 25.64
69	77600	133302001000	\$ 25.64
70	77600	133302002000	\$ 25.64
71	77600	133302003000	\$ 25.64
72	77600	133302004000	\$ 25.64
73	77600	133302005000	\$ 25.64
74	77600	133302006000	\$ 25.64
75	77600	133302007000	\$ 25.64
76	77600	133302008000	\$ 25.64
77	77600	133302009000	\$ 25.64
78	77600	133302010000	\$ 25.64
79	77600	133302011000	\$ 25.64
80	77600	133302012000	\$ 25.64
81	77600	133302013000	\$ 25.64
82	77600	133302014000	\$ 25.64
83	77600	133302015000	\$ 25.64
84	77600	133303001000	\$ 25.64
85	77600	133303002000	\$ 25.64
86	77600	133303003000	\$ 25.64
87	77600	133304001000	\$ 25.64
88	77600	133304002000	\$ 25.64
89	77600	133304003000	\$ 25.64
90	77600	133304004000	\$ 25.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
91	77600	133304005000	\$ 25.64
92	77600	133304006000	\$ 25.64
93	77600	133304007000	\$ 25.64
94	77600	133311001000	\$ 25.64
95	77600	133311002000	\$ 25.64
96	77600	133312001000	\$ 25.64
97	77600	133312002000	\$ 25.64
98	77600	133312003000	\$ 25.64
99	77600	133313001000	\$ 25.64
100	77600	133313003000	\$ 25.64
101	77600	133313004000	\$ 25.64
102	77600	133313005000	\$ 25.64
103	77600	133313006000	\$ 25.64
104	77600	133313007000	\$ 25.64
105	77600	133313008000	\$ 25.64
106	77600	133313009000	\$ 25.64
107	77600	133313010000	\$ 25.64
108	77600	133313011000	\$ 25.64
109	77600	133313012000	\$ 25.64
110	77600	133313013000	\$ 25.64
111	77600	133313014000	\$ 25.64
112	77600	133313015000	\$ 25.64
113	77600	133313016000	\$ 25.64
114	77600	133313017000	\$ 32.44
115	77600	133321001000	\$ 25.64
116	77600	133321002000	\$ 25.64
117	77600	133321003000	\$ 25.64
118	77600	133321004000	\$ 25.64
119	77600	133321005000	\$ 25.64
120	77600	133321006000	\$ 32.44
121	77600	133321007000	\$ 25.64
122	77600	133321008000	\$ 25.64
123	77600	133321009000	\$ 25.64
124	77600	133321010000	\$ 25.64
125	77600	133321011000	\$ 25.64
126	77600	133321012000	\$ 25.64
127	77600	133321013000	\$ 25.64
128	77600	133321014000	\$ 25.64
129	77600	133321015000	\$ 25.64
130	77600	133321016000	\$ 25.64
131	77600	133321017000	\$ 25.64
132	77600	133321018000	\$ 25.64
133	77600	133321019000	\$ 25.64
134	77600	133321020000	\$ 25.64
135	77600	133321021000	\$ 32.44

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
136	77600	133321022000	\$ 25.64
137	77600	133321023000	\$ 16.22
138	77600	133322001000	\$ 25.64
139	77600	133322003000	\$ 25.64
140	77600	133322004000	\$ 25.64
141	77600	133322005000	\$ 25.64
142	77600	133322006000	\$ 25.64
143	77600	133322007000	\$ 25.64
144	77600	133322008000	\$ 25.64
145	77600	133322009000	\$ 25.64
146	77600	133331001000	\$ 25.64
147	77600	133331002000	\$ 25.64
148	77600	133331003000	\$ 25.64
149	77600	133331004000	\$ 25.64
150	77600	133331005000	\$ 25.64
151	77600	133331006000	\$ 16.22
152	77600	133331008000	\$ 32.44
153	77600	133331009000	\$ 25.64
154	77600	133331010000	\$ 25.64
155	77600	133331011000	\$ 25.64
156	77600	133331012000	\$ 25.64
157	77600	133341001000	\$ 25.64
158	77600	133341002000	\$ 25.64
159	77600	133341003000	\$ 25.64
160	77600	133341004000	\$ 25.64
161	77600	133341005000	\$ 25.64
162	77600	133341006000	\$ 25.64
163	77600	133341007000	\$ 25.64
164	77600	133341008000	\$ 25.64
165	77600	133341009000	\$ 25.64
166	77600	133341010000	\$ 25.64
167	77600	133341011000	\$ 25.64
168	77600	133341012000	\$ 25.64
169	77600	133341013000	\$ 25.64
170	77600	133341014000	\$ 25.64
171	77600	133341015000	\$ 25.64
172	77600	133341016000	\$ 25.64
173	77600	133341017000	\$ 25.64
174	77600	133341018000	\$ 25.64
175	77600	133341019000	\$ 25.64
176	77600	133341020000	\$ 25.64
177	77600	133341021000	\$ 25.64
178	77600	133341022000	\$ 32.44
179	77600	133341023000	\$ 25.64
180	77600	133341024000	\$ 25.64



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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
181	77600	133341025000	\$ 25.64
182	77600	133341026000	\$ 25.64
183	77600	133341027000	\$ 25.64
184	77600	133342001000	\$ 25.64
185	77600	133342002000	\$ 25.64
186	77600	133342003000	\$ 25.64
187	77600	133342004000	\$ 25.64
188	77600	133351001000	\$ 25.64
189	77600	133351002000	\$ 25.64
190	77600	133351003000	\$ 25.64
191	77600	133351004000	\$ 25.64
192	77600	133351005000	\$ 25.64
193	77600	133351006000	\$ 25.64
194	77600	133351007000	\$ 25.64
195	77600	133351008000	\$ 25.64
196	77600	133351009000	\$ 25.64
197	77600	133351010000	\$ 25.64
198	77600	133351011000	\$ 25.64
199	77600	133351012000	\$ 25.64
200	77600	133351013000	\$ 25.64
201	77600	133351014000	\$ 25.64
202	77600	133351015000	\$ 25.64
203	77600	133351016000	\$ 25.64
204	77600	133351017000	\$ 25.64
205	77600	133351018000	\$ 25.64
206	77600	133351019000	\$ 25.64
207	77600	133351020000	\$ 25.64
208	77600	133351021000	\$ 25.64
209	77600	133351022000	\$ 25.64
210	77600	133351023000	\$ 25.64
211	77600	133351024000	\$ 25.64
212	77600	133351025000	\$ 25.64
213	77600	133351026000	\$ 25.64
214	77600	133351027000	\$ 25.64
215	77600	133351028000	\$ 25.64
216	77600	133351029000	\$ 25.64
217	77600	133351030000	\$ 32.44
218	77600	133351031000	\$ 25.64
219	77600	133351032000	\$ 25.64
220	77600	133352001000	\$ 25.64
221	77600	133352002000	\$ 25.64
222	77600	133352003000	\$ 25.64
223	77600	133352004000	\$ 25.64
224	77600	133352005000	\$ 25.64
225	77600	133352006000	\$ 25.64

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
226	77600	133352007000	\$ 25.64
227	77600	133353001000	\$ 25.64
228	77600	133353002000	\$ 32.44
229	77600	133353003000	\$ 32.44
230	77600	133353004000	\$ 25.64
231	77600	133353005000	\$ 25.64
232	77600	133361001000	\$ 25.64
233	77600	133361002000	\$ 25.64
234	77600	133361003000	\$ 25.64
235	77600	133361004000	\$ 25.64
236	77600	133361005000	\$ 25.64
237	77600	133361006000	\$ 25.64
238	77600	133362001000	\$ 25.64
239	77600	133362002000	\$ 25.64
240	77600	133362003000	\$ 25.64
241	77600	133362004000	\$ 25.64
242	77600	133362005000	\$ 25.64
243	77600	133362006000	\$ 25.64
244	77600	133362007000	\$ 25.64
245	77600	133362008000	\$ 25.64
246	77600	133362009000	\$ 25.64
247	77600	133362010000	\$ 25.64
248	77600	133362011000	\$ 25.64
249	77600	133362012000	\$ 25.64
250	77600	133362013000	\$ 25.64
251	77600	133362014000	\$ 25.64
252	77600	133362015000	\$ 25.64
253	77600	133362016000	\$ 25.64
254	77600	133362017000	\$ 25.64
255	77600	133362018000	\$ 25.64
256	77600	133362019000	\$ 25.64
257	77600	133362020000	\$ 25.64
258	77600	133362021000	\$ 25.64
259	77600	133362022000	\$ 25.64
260	77600	133362023000	\$ 25.64
261	77600	133362024000	\$ 25.64
262	77600	133362025000	\$ 25.64
263	77600	133362026000	\$ 25.64
264	77600	133362027000	\$ 25.64
265	77600	133362028000	\$ 25.64
266	77600	133362029000	\$ 25.64
267	77600	133362030000	\$ 25.64
268	77600	133362031000	\$ 25.64
269	77600	133362032000	\$ 25.64
270	77600	133362033000	\$ 25.64

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
271	77600	133371001000	\$ 32.44
272	77600	133371002000	\$ 25.64
273	77600	133371003000	\$ 25.64
274	77600	133371004000	\$ 420.60
275	77600	133371005000	\$ 25.64
276	77600	133371006000	\$ 25.64
277	77600	133371007000	\$ 25.64
278	77600	133371008000	\$ 25.64
279	77600	133371009000	\$ 25.64
280	77600	133371010000	\$ 25.64
281	77600	133371011000	\$ 25.64
282	77600	133371012000	\$ 25.64
283	77600	133371013000	\$ 25.64
284	77600	133372001000	\$ 25.64
285	77600	133372002000	\$ 25.64
286	77600	133372003000	\$ 25.64
287	77600	133372004000	\$ 25.64
288	77600	133372005000	\$ 25.64
289	77600	133372006000	\$ 25.64
290	77600	133381001000	\$ 25.64
291	77600	133381002000	\$ 25.64
292	77600	133381003000	\$ 25.64
293	77600	133381004000	\$ 25.64
294	77600	133381005000	\$ 25.64
295	77600	133381006000	\$ 25.64
296	77600	133381007000	\$ 32.44
297	77600	133381008000	\$ 32.44
298	77600	133381009000	\$ 25.64
299	77600	133381010000	\$ 25.64
300	77600	133381011000	\$ 25.64
301	77600	133381012000	\$ 25.64
302	77600	133382001000	\$ 25.64
303	77600	133382002000	\$ 25.64
304	77600	133382003000	\$ 25.64
305	77600	133382004000	\$ 25.64
306	77600	133382005000	\$ 25.64
307	77600	133382006000	\$ 25.64
308	77600	133382007000	\$ 25.64
309	77600	133382008000	\$ 25.64
310	77600	133382009000	\$ 25.64
311	77600	133382010000	\$ 25.64
312	77600	133382011000	\$ 25.64
313	77600	133382013000	\$ 25.64
314	77600	133382014000	\$ 25.64
315	77600	133382015000	\$ 25.64

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
316	77600	133391007000	\$ 91.02
317	77600	133391009000	\$ 73.24
318	77600	133391011000	\$ 32.44
319	77600	133391012000	\$ 32.44
320	77600	133391013000	\$ 46.04
321	77600	133391014000	\$ 32.44
322	77600	133392001000	\$ 25.64
323	77600	133392002000	\$ 46.04
324	77600	133392003000	\$ 46.04
325	77600	133392004000	\$ 25.64
326	77600	133392005000	\$ 25.64
327	77600	133392006000	\$ 25.64
328	77600	133392007000	\$ 25.64
329	77600	133392008000	\$ 25.64
330	77600	133392009000	\$ 25.64
331	77600	133392010000	\$ 25.64
332	77600	133392011000	\$ 25.64
333	77600	133392012000	\$ 25.64
334	77600	133392013000	\$ 25.64
335	77600	133392014000	\$ 46.04
336	77600	133392015000	\$ 32.44
337	77600	133392016000	\$ 46.04
338	77600	133392017000	\$ 25.64
339	77600	133392018000	\$ 25.64
340	77600	133392019000	\$ 25.64
341	77600	133392020000	\$ 25.64
342	77600	133392021000	\$ 25.64
343	77600	133392022000	\$ 25.64
344	77600	133392023000	\$ 25.64
345	77600	133392024000	\$ 25.64
346	77600	133392025000	\$ 25.64
347	77600	133401001000	\$ 25.64
348	77600	133401002000	\$ 25.64
349	77600	133401003000	\$ 25.64
350	77600	133401004000	\$ 25.64
351	77600	133401005000	\$ 25.64
352	77600	133401006000	\$ 25.64
353	77600	133401007000	\$ 25.64
354	77600	133401008000	\$ 25.64
355	77600	133401009000	\$ 25.64
356	77600	133401010000	\$ 25.64
357	77600	133401011000	\$ 25.64
358	77600	133401012000	\$ 25.64
359	77600	133402001000	\$ 25.64
360	77600	133402002000	\$ 25.64

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
361	77600	133402003000	\$ 25.64
362	77600	133402004000	\$ 25.64
363	77600	133402005000	\$ 25.64
364	77600	133402006000	\$ 25.64
365	77600	133402007000	\$ 25.64
366	77600	133402008000	\$ 25.64
367	77600	133402009000	\$ 25.64
368	77600	133402010000	\$ 25.64
369	77600	133402011000	\$ 25.64
370	77600	133402012000	\$ 25.64
371	77600	133402013000	\$ 25.64
372	77600	133402014000	\$ 25.64
373	77600	133402015000	\$ 25.64
374	77600	133402016000	\$ 25.64
375	77600	133402017000	\$ 25.64
376	77600	133402018000	\$ 25.64
377	77600	133402019000	\$ 25.64
378	77600	133402020000	\$ 25.64
379	77600	133402021000	\$ 25.64
380	77600	133402022000	\$ 25.64
381	77600	133402023000	\$ 25.64
382	77600	133402024000	\$ 25.64
383	77600	133402025000	\$ 25.64
384	77600	133402026000	\$ 25.64
385	77600	133402027000	\$ 25.64
386	77600	133402028000	\$ 25.64
387	77600	133402029000	\$ 25.64
388	77600	133402030000	\$ 25.64
389	77600	133402031000	\$ 25.64
390	77600	133402032000	\$ 25.64
391	77600	133402033000	\$ 25.64
392	77600	133402034000	\$ 25.64
393	77600	133431001000	\$ 25.64
394	77600	133431002000	\$ 25.64
395	77600	133431003000	\$ 25.64
396	77600	133431004000	\$ 25.64
397	77600	133431005000	\$ 25.64
398	77600	133431006000	\$ 25.64
399	77600	133431007000	\$ 25.64
400	77600	133431008000	\$ 25.64
401	77600	133431009000	\$ 25.64
402	77600	133431010000	\$ 25.64
403	77600	133431011000	\$ 25.64
404	77600	133431012000	\$ 25.64
405	77600	133431013000	\$ 25.64

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
406	77600	133431014000	\$ 25.64
407	77600	133431015000	\$ 25.64
408	77600	133431016000	\$ 32.44
409	77600	133431017000	\$ 25.64
410	77600	133431018000	\$ 25.64
411	77600	133431019000	\$ 25.64
412	77600	133431020000	\$ 25.64
413	77600	133431021000	\$ 25.64
414	77600	133431022000	\$ 25.64
415	77600	133431023000	\$ 25.64
416	77600	133431024000	\$ 25.64
417	77600	133431025000	\$ 25.64
418	77600	133431026000	\$ 25.64
419	77600	133431027000	\$ 25.64
420	77600	133431028000	\$ 25.64
421	77600	133431029000	\$ 25.64
422	77600	133431030000	\$ 25.64
423	77600	133431031000	\$ 25.64
424	77600	133431035000	\$ 16.22
425	77600	133441001000	\$ 25.64
426	77600	133441002000	\$ 25.64
427	77600	133441003000	\$ 25.64
428	77600	133441004000	\$ 25.64
429	77600	133441005000	\$ 25.64
430	77600	133441006000	\$ 25.64
431	77600	133441007000	\$ 25.64
432	77600	133441008000	\$ 25.64
433	77600	133441009000	\$ 25.64
434	77600	133441010000	\$ 25.64
435	77600	133441011000	\$ 25.64
436	77600	133441012000	\$ 25.64
437	77600	133441013000	\$ 25.64
438	77600	133441014000	\$ 25.64
439	77600	133441015000	\$ 25.64
440	77600	133441016000	\$ 25.64
441	77600	133441017000	\$ 25.64
442	77600	133441018000	\$ 25.64
443	77600	133441019000	\$ 25.64
444	77600	133441020000	\$ 25.64
445	77600	133441021000	\$ 25.64
446	77600	133441022000	\$ 25.64
447	77600	133441023000	\$ 25.64
448	77600	133441024000	\$ 25.64
449	77600	133441025000	\$ 25.64
450	77600	133441026000	\$ 25.64

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
451	77600	133441027000	\$ 25.64
452	77600	133441028000	\$ 25.64
453	77600	133441029000	\$ 25.64
454	77600	133441030000	\$ 25.64
455	77600	133441031000	\$ 25.64
456	77600	133441032000	\$ 25.64
457	77600	133441033000	\$ 25.64
458	77600	133451001000	\$ 25.64
459	77600	133451002000	\$ 25.64
460	77600	133451003000	\$ 25.64
461	77600	133451004000	\$ 25.64
462	77600	133451005000	\$ 25.64
463	77600	133451006000	\$ 25.64
464	77600	133451007000	\$ 25.64
465	77600	133451008000	\$ 25.64
466	77600	133451009000	\$ 25.64
467	77600	133451010000	\$ 25.64
468	77600	133451011000	\$ 25.64
469	77600	133451012000	\$ 25.64
470	77600	133451013000	\$ 25.64
471	77600	133451014000	\$ 25.64
472	77600	133451015000	\$ 25.64
473	77600	133451016000	\$ 25.64
474	77600	133451017000	\$ 25.64
475	77600	133451018000	\$ 25.64
476	77600	133451019000	\$ 25.64
477	77600	133451020000	\$ 25.64
478	77600	133452001000	\$ 25.64
479	77600	133452002000	\$ 25.64
480	77600	133452003000	\$ 25.64
481	77600	133452004000	\$ 25.64
482	77600	133452005000	\$ 25.64
483	77600	133452006000	\$ 25.64
484	77600	133452007000	\$ 25.64
485	77600	133452008000	\$ 25.64
486	77600	133452009000	\$ 25.64
487	77600	133452010000	\$ 25.64
488	77600	133452011000	\$ 25.64
489	77600	133452012000	\$ 25.64
490	77600	133452013000	\$ 25.64
491	77600	133452014000	\$ 25.64
492	77600	133452015000	\$ 25.64
493	77600	133452016000	\$ 25.64
494	77600	133452017000	\$ 25.64
495	77600	133452018000	\$ 25.64

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
496	77600	133452019000	\$ 25.64
497	77600	133452020000	\$ 25.64
498	77600	133452021000	\$ 25.64
499	77600	133452022000	\$ 25.64
500	77600	133452023000	\$ 25.64
501	77600	133452024000	\$ 25.64
502	77600	133452025000	\$ 25.64
503	77600	133452026000	\$ 25.64
504	77600	133452027000	\$ 25.64
505	77600	133452028000	\$ 25.64
506	77600	133452029000	\$ 25.64
507	77600	133452030000	\$ 25.64
508	77600	133452031000	\$ 25.64
509	77600	133452032000	\$ 25.64
510	77600	133452033000	\$ 25.64
511	77600	133452034000	\$ 25.64
512	77600	133452035000	\$ 25.64
513	77600	133452036000	\$ 25.64
514	77600	133452037000	\$ 25.64
515	77600	133452038000	\$ 25.64
516	77600	133452039000	\$ 25.64
517	77600	133452040000	\$ 25.64
518	77600	133452041000	\$ 25.64
519	77600	133452042000	\$ 25.64
520	77600	133452043000	\$ 25.64
521	77600	133471001000	\$ 25.64
522	77600	133471002000	\$ 25.64
523	77600	133471003000	\$ 25.64
524	77600	133471004000	\$ 25.64
525	77600	133471005000	\$ 25.64
526	77600	133471006000	\$ 25.64
527	77600	133471007000	\$ 25.64
528	77600	133471008000	\$ 25.64
529	77600	133471009000	\$ 25.64
530	77600	133471010000	\$ 25.64
531	77600	133471011000	\$ 25.64
532	77600	133471012000	\$ 25.64
533	77600	133471013000	\$ 25.64
534	77600	133471014000	\$ 25.64
535	77600	133471015000	\$ 25.64
536	77600	133471016000	\$ 25.64
537	77600	133471017000	\$ 25.64
538	77600	133471018000	\$ 25.64
539	77600	133471019000	\$ 25.64
540	77600	133471020000	\$ 25.64



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
541	77600	133471021000	\$ 25.64
542	77600	133471022000	\$ 25.64
543	77600	133471023000	\$ 25.64
544	77600	133471024000	\$ 25.64
545	77600	133471025000	\$ 25.64
546	77600	133471026000	\$ 25.64
547	77600	133471027000	\$ 25.64
548	77600	133471028000	\$ 25.64
549	77600	133471029000	\$ 25.64
550	77600	133481001000	\$ 25.64
551	77600	133481002000	\$ 25.64
552	77600	133481003000	\$ 25.64
553	77600	133481004000	\$ 25.64
554	77600	133481005000	\$ 25.64
555	77600	133481006000	\$ 25.64
556	77600	133481007000	\$ 25.64
557	77600	133481008000	\$ 25.64
558	77600	133481009000	\$ 25.64
559	77600	133481010000	\$ 25.64
560	77600	133481011000	\$ 25.64
561	77600	133481012000	\$ 25.64
562	77600	133481013000	\$ 25.64
563	77600	133481014000	\$ 25.64
564	77600	133481015000	\$ 25.64
565	77600	133481016000	\$ 25.64
566	77600	133481017000	\$ 25.64
567	77600	133481018000	\$ 25.64
568	77600	133481019000	\$ 25.64
569	77600	133481020000	\$ 25.64
570	77600	133481021000	\$ 25.64
571	77600	133481022000	\$ 25.64
572	77600	133481023000	\$ 25.64
573	77600	133481024000	\$ 25.64
574	77600	133481025000	\$ 25.64
575	77600	133481026000	\$ 25.64
576	77600	133481027000	\$ 25.64
577	77600	133481028000	\$ 25.64
578	77600	133481029000	\$ 25.64
579	77600	133481030000	\$ 25.64
580	77600	133481031000	\$ 25.64
581	77600	133481032000	\$ 25.64
582	77600	133481033000	\$ 25.64
583	77600	133481034000	\$ 25.64
584	77600	133481035000	\$ 25.64
585	77600	133481036000	\$ 25.64

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
586	77600	133481037000	\$ 25.64
587	77600	133481038000	\$ 25.64
588	77600	133481039000	\$ 25.64
589	77600	133481040000	\$ 25.64
590	77600	133481041000	\$ 25.64
591	77600	133481042000	\$ 25.64
592	77600	133481043000	\$ 25.64
593	77600	133481044000	\$ 25.64
594	77600	133481045000	\$ 25.64
595	77600	133481046000	\$ 25.64
596	77600	133481047000	\$ 25.64
597	77600	133481048000	\$ 25.64
598	77600	133481049000	\$ 25.64
599	77600	133481050000	\$ 25.64
600	77600	133481051000	\$ 25.64
601	77600	133481054000	\$ 23.02
602	77600	133481056000	\$ 25.64
603	77600	133481057000	\$ 25.64
604	77600	133501001000	\$ 25.64
605	77600	133501002000	\$ 25.64
606	77600	133501003000	\$ 25.64
607	77600	133501004000	\$ 25.64
608	77600	133501005000	\$ 25.64
609	77600	133501006000	\$ 25.64
610	77600	133501012000	\$ 25.64
611	77600	133501015000	\$ 25.64
612	77600	133501016000	\$ 25.64
613	77600	133501017000	\$ 46.04
614	77600	133501018000	\$ 46.04
615	77600	133501019000	\$ 25.64
616	77600	133501020000	\$ 32.44
617	77600	133501021000	\$ 25.64
<b>Parcel Count: 617</b>		<b>Total No. CSA 45</b>	<b>\$ 16,627.52</b>

## EXHIBIT 2

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77601 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	77601	133281001000	\$ 55.28
2	77601	133281002000	\$ 55.28
3	77601	133281003000	\$ 55.28
4	77601	133281004000	\$ 55.28
5	77601	133281005000	\$ 55.28
6	77601	133281006000	\$ 55.28
7	77601	133281007000	\$ 55.28
8	77601	133281008000	\$ 55.28
9	77601	133282001000	\$ 55.28
10	77601	133282002000	\$ 55.28
11	77601	133282003000	\$ 55.28
12	77601	133282004000	\$ 55.28
13	77601	133282005000	\$ 55.28
14	77601	133282006000	\$ 55.28
15	77601	133282007000	\$ 55.28
16	77601	133282008000	\$ 55.28
17	77601	133282009000	\$ 55.28
18	77601	133282010000	\$ 55.28
19	77601	133282011000	\$ 55.28
20	77601	133282012000	\$ 55.28
21	77601	133282013000	\$ 55.28
22	77601	133282014000	\$ 55.28
23	77601	133282015000	\$ 55.28
24	77601	133282016000	\$ 55.28
25	77601	133282017000	\$ 55.28
26	77601	133291001000	\$ 55.28
27	77601	133291002000	\$ 55.28
28	77601	133291003000	\$ 55.28
29	77601	133291004000	\$ 55.28
30	77601	133291005000	\$ 55.28
31	77601	133291006000	\$ 55.28
32	77601	133291007000	\$ 55.28
33	77601	133291008000	\$ 55.28
34	77601	133292001000	\$ 55.28
35	77601	133292002000	\$ 55.28
36	77601	133292003000	\$ 55.28
37	77601	133292004000	\$ 55.28
38	77601	133292005000	\$ 55.28
39	77601	133292006000	\$ 55.28
40	77601	133292007000	\$ 55.28
41	77601	133292008000	\$ 55.28
42	77601	133292009000	\$ 55.28
43	77601	133292010000	\$ 55.28
44	77601	133292011000	\$ 55.28
45	77601	133292012000	\$ 55.28

EXHIBIT 2

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77601 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
46	77601	133292013000	\$ 55.28
47	77601	133292014000	\$ 55.28
48	77601	133292015000	\$ 55.28
49	77601	133292016000	\$ 55.28
50	77601	133292017000	\$ 55.28
51	77601	133292018000	\$ 55.28
52	77601	133293001000	\$ 55.28
53	77601	133293002000	\$ 55.28
54	77601	133293003000	\$ 55.28
55	77601	133293004000	\$ 55.28
56	77601	133293005000	\$ 55.28
57	77601	133293006000	\$ 55.28
58	77601	133293007000	\$ 55.28
59	77601	133293008000	\$ 55.28
60	77601	133301001000	\$ 55.28
61	77601	133301002000	\$ 55.28
62	77601	133301003000	\$ 55.28
63	77601	133301004000	\$ 55.28
64	77601	133301005000	\$ 55.28
65	77601	133301006000	\$ 55.28
66	77601	133301007000	\$ 55.28
67	77601	133301008000	\$ 55.28
68	77601	133301009000	\$ 55.28
69	77601	133302001000	\$ 55.28
70	77601	133302002000	\$ 55.28
71	77601	133302003000	\$ 55.28
72	77601	133302004000	\$ 55.28
73	77601	133302005000	\$ 55.28
74	77601	133302006000	\$ 55.28
75	77601	133302007000	\$ 55.28
76	77601	133302008000	\$ 55.28
77	77601	133302009000	\$ 55.28
78	77601	133302010000	\$ 55.28
79	77601	133302011000	\$ 55.28
80	77601	133302012000	\$ 55.28
81	77601	133302013000	\$ 55.28
82	77601	133302014000	\$ 55.28
83	77601	133302015000	\$ 55.28
84	77601	133303001000	\$ 55.28
85	77601	133303002000	\$ 55.28
86	77601	133303003000	\$ 55.28
87	77601	133304001000	\$ 55.28
88	77601	133304002000	\$ 55.28
89	77601	133304003000	\$ 55.28
90	77601	133304004000	\$ 55.28

## EXHIBIT 2

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77601 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
91	77601	133304005000	\$ 55.28
92	77601	133304006000	\$ 55.28
93	77601	133304007000	\$ 55.28
94	77601	133311001000	\$ 55.28
95	77601	133311002000	\$ 55.28
96	77601	133312001000	\$ 55.28
97	77601	133312002000	\$ 55.28
98	77601	133312003000	\$ 55.28
99	77601	133313001000	\$ 55.28
100	77601	133313003000	\$ 55.28
101	77601	133313004000	\$ 55.28
102	77601	133313005000	\$ 55.28
103	77601	133313006000	\$ 55.28
104	77601	133313007000	\$ 55.28
105	77601	133313008000	\$ 55.28
106	77601	133313009000	\$ 55.28
107	77601	133313010000	\$ 55.28
108	77601	133313011000	\$ 55.28
109	77601	133313012000	\$ 55.28
110	77601	133313013000	\$ 55.28
111	77601	133313014000	\$ 55.28
112	77601	133313015000	\$ 55.28
113	77601	133313016000	\$ 55.28
114	77601	133313017000	\$ 55.28
115	77601	133321001000	\$ 55.28
116	77601	133321002000	\$ 55.28
117	77601	133321003000	\$ 55.28
118	77601	133321004000	\$ 55.28
119	77601	133321005000	\$ 55.28
120	77601	133321006000	\$ 55.28
121	77601	133321007000	\$ 55.28
122	77601	133321008000	\$ 55.28
123	77601	133321009000	\$ 55.28
124	77601	133321010000	\$ 55.28
125	77601	133321011000	\$ 55.28
126	77601	133321012000	\$ 55.28
127	77601	133321013000	\$ 55.28
128	77601	133321014000	\$ 55.28
129	77601	133321015000	\$ 55.28
130	77601	133321016000	\$ 55.28
131	77601	133321017000	\$ 55.28
132	77601	133321018000	\$ 55.28
133	77601	133321019000	\$ 55.28
134	77601	133321020000	\$ 55.28
135	77601	133321021000	\$ 55.28

## EXHIBIT 2

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77601 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
136	77601	133321022000	\$ 55.28
137	77601	133321023000	\$ 55.28
138	77601	133322001000	\$ 55.28
139	77601	133322003000	\$ 55.28
140	77601	133322004000	\$ 55.28
141	77601	133322005000	\$ 55.28
142	77601	133322006000	\$ 55.28
143	77601	133322007000	\$ 55.28
144	77601	133322008000	\$ 55.28
145	77601	133322009000	\$ 55.28
146	77601	133331001000	\$ 55.28
147	77601	133331002000	\$ 55.28
148	77601	133331003000	\$ 55.28
149	77601	133331004000	\$ 55.28
150	77601	133331005000	\$ 55.28
151	77601	133331006000	\$ 55.28
152	77601	133331008000	\$ 55.28
153	77601	133331009000	\$ 55.28
154	77601	133331010000	\$ 55.28
155	77601	133331011000	\$ 55.28
156	77601	133331012000	\$ 55.28
157	77601	133341001000	\$ 55.28
158	77601	133341002000	\$ 55.28
159	77601	133341003000	\$ 55.28
160	77601	133341004000	\$ 55.28
161	77601	133341005000	\$ 55.28
162	77601	133341006000	\$ 55.28
163	77601	133341007000	\$ 55.28
164	77601	133341008000	\$ 55.28
165	77601	133341009000	\$ 55.28
166	77601	133341010000	\$ 55.28
167	77601	133341011000	\$ 55.28
168	77601	133341012000	\$ 55.28
169	77601	133341013000	\$ 55.28
170	77601	133341014000	\$ 55.28
171	77601	133341015000	\$ 55.28
172	77601	133341016000	\$ 55.28
173	77601	133341017000	\$ 55.28
174	77601	133341018000	\$ 55.28
175	77601	133341019000	\$ 55.28
176	77601	133341020000	\$ 55.28
177	77601	133341021000	\$ 55.28
178	77601	133341022000	\$ 55.28
179	77601	133341023000	\$ 55.28
180	77601	133341024000	\$ 55.28

## EXHIBIT 2

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77601 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
181	77601	133341025000	\$ 55.28
182	77601	133341026000	\$ 55.28
183	77601	133341027000	\$ 55.28
184	77601	133342001000	\$ 55.28
185	77601	133342002000	\$ 55.28
186	77601	133342003000	\$ 55.28
187	77601	133342004000	\$ 55.28
188	77601	133351001000	\$ 55.28
189	77601	133351002000	\$ 55.28
190	77601	133351003000	\$ 55.28
191	77601	133351004000	\$ 55.28
192	77601	133351005000	\$ 55.28
193	77601	133351006000	\$ 55.28
194	77601	133351007000	\$ 55.28
195	77601	133351008000	\$ 55.28
196	77601	133351009000	\$ 55.28
197	77601	133351010000	\$ 55.28
198	77601	133351011000	\$ 55.28
199	77601	133351012000	\$ 55.28
200	77601	133351013000	\$ 55.28
201	77601	133351014000	\$ 55.28
202	77601	133351015000	\$ 55.28
203	77601	133351016000	\$ 55.28
204	77601	133351017000	\$ 55.28
205	77601	133351018000	\$ 55.28
206	77601	133351019000	\$ 55.28
207	77601	133351020000	\$ 55.28
208	77601	133351021000	\$ 55.28
209	77601	133351022000	\$ 55.28
210	77601	133351023000	\$ 55.28
211	77601	133351024000	\$ 55.28
212	77601	133351025000	\$ 55.28
213	77601	133351026000	\$ 55.28
214	77601	133351027000	\$ 55.28
215	77601	133351028000	\$ 55.28
216	77601	133351029000	\$ 55.28
217	77601	133351030000	\$ 55.28
218	77601	133351031000	\$ 55.28
219	77601	133351032000	\$ 55.28
220	77601	133352001000	\$ 55.28
221	77601	133352002000	\$ 55.28
222	77601	133352003000	\$ 55.28
223	77601	133352004000	\$ 55.28
224	77601	133352005000	\$ 55.28
225	77601	133352006000	\$ 55.28

## EXHIBIT 2

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77601 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
226	77601	133352007000	\$ 55.28
227	77601	133353001000	\$ 55.28
228	77601	133353002000	\$ 55.28
229	77601	133353003000	\$ 55.28
230	77601	133353004000	\$ 55.28
231	77601	133353005000	\$ 55.28
232	77601	133361001000	\$ 55.28
233	77601	133361002000	\$ 55.28
234	77601	133361003000	\$ 55.28
235	77601	133361004000	\$ 55.28
236	77601	133361005000	\$ 55.28
237	77601	133361006000	\$ 55.28
238	77601	133362001000	\$ 55.28
239	77601	133362002000	\$ 55.28
240	77601	133362003000	\$ 55.28
241	77601	133362004000	\$ 55.28
242	77601	133362005000	\$ 55.28
243	77601	133362006000	\$ 55.28
244	77601	133362007000	\$ 55.28
245	77601	133362008000	\$ 55.28
246	77601	133362009000	\$ 55.28
247	77601	133362010000	\$ 55.28
248	77601	133362011000	\$ 55.28
249	77601	133362012000	\$ 55.28
250	77601	133362013000	\$ 55.28
251	77601	133362014000	\$ 55.28
252	77601	133362015000	\$ 55.28
253	77601	133362016000	\$ 55.28
254	77601	133362017000	\$ 55.28
255	77601	133362018000	\$ 55.28
256	77601	133362019000	\$ 55.28
257	77601	133362020000	\$ 55.28
258	77601	133362021000	\$ 55.28
259	77601	133362022000	\$ 55.28
260	77601	133362023000	\$ 55.28
261	77601	133362024000	\$ 55.28
262	77601	133362025000	\$ 55.28
263	77601	133362026000	\$ 55.28
264	77601	133362027000	\$ 55.28
265	77601	133362028000	\$ 55.28
266	77601	133362029000	\$ 55.28
267	77601	133362030000	\$ 55.28
268	77601	133362031000	\$ 55.28
269	77601	133362032000	\$ 55.28
270	77601	133362033000	\$ 55.28



## EXHIBIT 2

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77601 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
271	77601	133371001000	\$ 55.28
272	77601	133371002000	\$ 55.28
273	77601	133371003000	\$ 55.28
274	77601	133371004000	\$ 55.28
275	77601	133371005000	\$ 55.28
276	77601	133371006000	\$ 55.28
277	77601	133371007000	\$ 55.28
278	77601	133371008000	\$ 55.28
279	77601	133371009000	\$ 55.28
280	77601	133371010000	\$ 55.28
281	77601	133371011000	\$ 55.28
282	77601	133371012000	\$ 55.28
283	77601	133371013000	\$ 55.28
284	77601	133372001000	\$ 55.28
285	77601	133372002000	\$ 55.28
286	77601	133372003000	\$ 55.28
287	77601	133372004000	\$ 55.28
288	77601	133372005000	\$ 55.28
289	77601	133372006000	\$ 55.28
290	77601	133381001000	\$ 55.28
291	77601	133381002000	\$ 55.28
292	77601	133381003000	\$ 55.28
293	77601	133381004000	\$ 55.28
294	77601	133381005000	\$ 55.28
295	77601	133381006000	\$ 55.28
296	77601	133381007000	\$ 55.28
297	77601	133381008000	\$ 55.28
298	77601	133381009000	\$ 55.28
299	77601	133381010000	\$ 55.28
300	77601	133381011000	\$ 55.28
301	77601	133381012000	\$ 55.28
302	77601	133382001000	\$ 55.28
303	77601	133382002000	\$ 55.28
304	77601	133382003000	\$ 55.28
305	77601	133382004000	\$ 55.28
306	77601	133382005000	\$ 55.28
307	77601	133382006000	\$ 55.28
308	77601	133382007000	\$ 55.28
309	77601	133382008000	\$ 55.28
310	77601	133382009000	\$ 55.28
311	77601	133382010000	\$ 55.28
312	77601	133382011000	\$ 55.28
313	77601	133382013000	\$ 55.28
314	77601	133382014000	\$ 55.28
315	77601	133382015000	\$ 55.28

EXHIBIT 2

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77601 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
316	77601	133391007000	\$ 55.28
317	77601	133391009000	\$ 55.28
318	77601	133391011000	\$ 55.28
319	77601	133391012000	\$ 55.28
320	77601	133391013000	\$ 55.28
321	77601	133391014000	\$ 55.28
322	77601	133392001000	\$ 55.28
323	77601	133392002000	\$ 55.28
324	77601	133392003000	\$ 55.28
325	77601	133392004000	\$ 55.28
326	77601	133392005000	\$ 55.28
327	77601	133392006000	\$ 55.28
328	77601	133392007000	\$ 55.28
329	77601	133392008000	\$ 55.28
330	77601	133392009000	\$ 55.28
331	77601	133392010000	\$ 55.28
332	77601	133392011000	\$ 55.28
333	77601	133392012000	\$ 55.28
334	77601	133392013000	\$ 55.28
335	77601	133392014000	\$ 55.28
336	77601	133392015000	\$ 55.28
337	77601	133392016000	\$ 55.28
338	77601	133392017000	\$ 55.28
339	77601	133392018000	\$ 55.28
340	77601	133392019000	\$ 55.28
341	77601	133392020000	\$ 55.28
342	77601	133392021000	\$ 55.28
343	77601	133392022000	\$ 55.28
344	77601	133392023000	\$ 55.28
345	77601	133392024000	\$ 55.28
346	77601	133392025000	\$ 55.28
<b>Parcel Count: 346</b>		<b>Total No. 45 OS</b>	<b>\$ 19,126.88</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 47  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 47-Carmel Views and Mar Vista (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	77800	015031013000	\$ 14.24
2	77800	015031016000	\$ 28.48
3	77800	015031019000	\$ 28.48
4	77800	015031021000	\$ 27.20
5	77800	015031022000	\$ 28.48
6	77800	015031023000	\$ 54.40
7	77800	015031024000	\$ 28.48
8	77800	015031026000	\$ 28.48
9	77800	015031027000	\$ 28.48
10	77800	015031030000	\$ 28.48
11	77800	015031031000	\$ 28.48
12	77800	015031032000	\$ 27.20
13	77800	015031033000	\$ 27.20
14	77800	015031034000	\$ 28.48
15	77800	015031035000	\$ 28.48
16	77800	015031036000	\$ 28.48
17	77800	015031037000	\$ 28.48
18	77800	015031038000	\$ 28.48
19	77800	015031039000	\$ 27.20
20	77800	015031040000	\$ 28.48
21	77800	015031041000	\$ 28.48
22	77800	015031042000	\$ 28.48
23	77800	015031043000	\$ 28.48
24	77800	015031044000	\$ 28.48
25	77800	015031045000	\$ 28.48
26	77800	015031046000	\$ 28.48
27	77800	015031047000	\$ 27.20
28	77800	015031048000	\$ 28.48
29	77800	015031049000	\$ 27.20
30	77800	015031050000	\$ 27.20
31	77800	015031051000	\$ 27.20
32	77800	015031052000	\$ 27.20
33	77800	015031053000	\$ 31.04
34	77800	015031055000	\$ 28.48
35	77800	015031056000	\$ 28.48
36	77800	015031057000	\$ 28.48
37	77800	015031058000	\$ 28.48
38	77800	015031059000	\$ 28.48
39	77800	015031060000	\$ 28.48
40	77800	015031061000	\$ 28.48
41	77800	015031062000	\$ 28.48
42	77800	015031063000	\$ 27.20
43	77800	015031064000	\$ 28.48

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
44	77800	015031067000	\$ 27.20
45	77800	015031068000	\$ 27.20
46	77800	015031069000	\$ 27.20
47	77800	015031070000	\$ 28.48
48	77800	015031071000	\$ 27.20
49	77800	015031072000	\$ 27.20
50	77800	015031073000	\$ 27.20
51	77800	015031074000	\$ 27.20
52	77800	015031075000	\$ 27.20
53	77800	015031076000	\$ 28.48
54	77800	015031077000	\$ 28.48
55	77800	015031078000	\$ 28.48
56	77800	015031079000	\$ 28.48
57	77800	015031080000	\$ 28.48
58	77800	015031081000	\$ 28.48
59	77800	015031082000	\$ 28.48
60	77800	015031083000	\$ 28.48
61	77800	015031084000	\$ 27.20
62	77800	015031085000	\$ 28.48
63	77800	015031087000	\$ 14.24
64	77800	015031088000	\$ 28.48
65	77800	015031090000	\$ 28.48
66	77800	015031091000	\$ 28.48
67	77800	015031092000	\$ 27.20
68	77800	015032001000	\$ 28.48
69	77800	015032002000	\$ 28.48
70	77800	015032003000	\$ 28.48
71	77800	015032004000	\$ 15.52
72	77800	015032005000	\$ 28.48
73	77800	015032006000	\$ 28.48
74	77800	015032007000	\$ 27.20
75	77800	015032008000	\$ 28.48
76	77800	015032009000	\$ 28.48
77	77800	015411001000	\$ 28.48
78	77800	015411002000	\$ 28.48
79	77800	015411003000	\$ 31.04
80	77800	015411004000	\$ 31.04
81	77800	015411005000	\$ 31.04
82	77800	015411006000	\$ 31.04
83	77800	015411007000	\$ 31.04
84	77800	015411008000	\$ 28.48
85	77800	015411009000	\$ 28.48
86	77800	015411010000	\$ 28.48

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
87	77800	015411011000	\$ 28.48
88	77800	015411012000	\$ 28.48
89	77800	015411013000	\$ 28.48
90	77800	015411014000	\$ 31.04
91	77800	015411015000	\$ 28.48
92	77800	015411016000	\$ 28.48
93	77800	015411017000	\$ 31.04
94	77800	015421001000	\$ 28.48
95	77800	015421002000	\$ 28.48
96	77800	015421003000	\$ 28.48
97	77800	015421004000	\$ 28.48
98	77800	015421005000	\$ 28.48
99	77800	015421006000	\$ 28.48
100	77800	015421007000	\$ 28.48
101	77800	015421008000	\$ 28.48
102	77800	015421009000	\$ 27.20
103	77800	015421010000	\$ 28.48
104	77800	015421011000	\$ 28.48
105	77800	015421012000	\$ 28.48
106	77800	015421013000	\$ 28.48
107	77800	015421014000	\$ 28.48
108	77800	015421015000	\$ 28.48
109	77800	015432001000	\$ 28.48
110	77800	015432002000	\$ 28.48
111	77800	015432003000	\$ 28.48
112	77800	015432004000	\$ 28.48
113	77800	015432007000	\$ 28.48
114	77800	015432008000	\$ 28.48
115	77800	015432009000	\$ 28.48
116	77800	015432010000	\$ 28.48
117	77800	015432011000	\$ 31.04
118	77800	015432012000	\$ 28.48
119	77800	015432013000	\$ 28.48
120	77800	015432014000	\$ 28.48
121	77800	015521001000	\$ 28.48
122	77800	015521002000	\$ 28.48
123	77800	015521003000	\$ 28.48
124	77800	015521004000	\$ 28.48
125	77800	015521005000	\$ 28.48
126	77800	015521006000	\$ 28.48
127	77800	015521007000	\$ 28.48
128	77800	015521008000	\$ 28.48
129	77800	015521009000	\$ 27.20

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77800 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
130	77800	015521010000	\$ 28.48
131	77800	015521011000	\$ 27.20
132	77800	015521012000	\$ 28.48
133	77800	015521013000	\$ 28.48
134	77800	015521014000	\$ 54.40
135	77800	015521015000	\$ 28.48
136	77800	015521016000	\$ 27.20
137	77800	015521017000	\$ 27.20
138	77800	015522001000	\$ 28.48
139	77800	015522002000	\$ 28.48
140	77800	015522003000	\$ 28.48
141	77800	015522004000	\$ 28.48
142	77800	015522005000	\$ 28.48
143	77800	015522006000	\$ 28.48
144	77800	015522007000	\$ 31.04
145	77800	015522008000	\$ 28.48
146	77800	015522009000	\$ 28.48
147	77800	015522010000	\$ 15.52
148	77800	015522011000	\$ 28.48
149	77800	015522012000	\$ 28.48
150	77800	015522013000	\$ 28.48
151	77800	015522014000	\$ 28.48
152	77800	015522015000	\$ 28.48
153	77800	015522016000	\$ 28.48
154	77800	015522019000	\$ 28.48
155	77800	015522020000	\$ 28.48
156	77800	015522021000	\$ 28.48
157	77800	015522022000	\$ 28.48
158	77800	015522023000	\$ 27.20
159	77800	015522024000	\$ 27.20
160	77800	015522025000	\$ 27.20
161	77800	015522026000	\$ 27.20
162	77800	015522027000	\$ 27.20
163	77800	015522028000	\$ 27.20
164	77800	015522029000	\$ 28.48
165	77800	015522030000	\$ 27.20
166	77800	015522031000	\$ 28.48
167	77800	015522032000	\$ 15.52
168	77800	015522033000	\$ 27.20
169	77800	015522034000	\$ 28.48
170	77800	015522035000	\$ 28.48
171	77800	015522036000	\$ 27.20
172	77800	015522037000	\$ 14.24



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
173	77800	015522038000	\$ 15.52
174	77800	015522039000	\$ 27.20
175	77800	015522044000	\$ 27.20
176	77800	015522045000	\$ 28.48
177	77800	015522046000	\$ 28.48
178	77800	103041012000	\$ 51.52
179	77800	103041013000	\$ 51.52
180	77800	103041014000	\$ 15.52
181	77800	103051004000	\$ 31.04
182	77800	103051005000	\$ 31.04
183	77800	103051006000	\$ 31.04
184	77800	103051007000	\$ 18.08
185	77800	103051008000	\$ 31.04
186	77800	103051009000	\$ 31.04
187	77800	103051010000	\$ 28.48
188	77800	103051011000	\$ 18.08
189	77800	103051012000	\$ 28.48
190	77800	103051013000	\$ 28.48
191	77800	103051014000	\$ 31.04
192	77800	103051015000	\$ 31.04
193	77800	103051016000	\$ 28.48
194	77800	103051017000	\$ 28.48
195	77800	103051018000	\$ 31.04
196	77800	103051019000	\$ 31.04
197	77800	103051020000	\$ 31.04
198	77800	103051021000	\$ 31.04
199	77800	103051022000	\$ 51.52
200	77800	103051023000	\$ 41.28
<b>Parcel Count: 200</b>		<b>Total CSA No. 47</b>	<b>\$ 5,707.84</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 50  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 50-Rio Way Tract No. 2-Zones 1, 2, 3, 4, & 5 (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	77900	009541001000	\$ 222.22
2	77900	009541002000	\$ 222.22
3	77900	009541003000	\$ 222.22
4	77900	009541004000	\$ 222.22
5	77900	009541005000	\$ 222.22
6	77900	009541006000	\$ 222.22
7	77900	009541007000	\$ 222.22
8	77900	009541008000	\$ 222.22
9	77900	009541009000	\$ 222.22
10	77900	009541010000	\$ 222.22
11	77900	009541011000	\$ 222.22
12	77900	009541012000	\$ 222.22
13	77900	009541013000	\$ 222.22
14	77900	009541014000	\$ 222.22
15	77900	009541015000	\$ 222.22
16	77900	009541016000	\$ 222.22
17	77900	009541017000	\$ 222.22
18	77900	009541018000	\$ 222.22
19	77900	009541022000	\$ 222.22
20	77900	009541026000	\$ 222.22
21	77900	009541027000	\$ 222.22
22	77900	009541028000	\$ 222.22
23	77900	009541029000	\$ 222.22
24	77900	009541030000	\$ 222.22
25	77900	009541031000	\$ 222.22
26	77900	009541032000	\$ 222.22
27	77900	009541033000	\$ 222.22
28	77900	009541034000	\$ 222.22
29	77900	009551001000	\$ 222.22
30	77900	009551002000	\$ 222.22
31	77900	009551003000	\$ 222.22
32	77900	009551004000	\$ 222.22
33	77900	009551005000	\$ 222.22
34	77900	009551006000	\$ 222.22
35	77900	009551008000	\$ 222.22
36	77900	009551009000	\$ 222.22
37	77900	009551010000	\$ 222.22
38	77900	009551011000	\$ 222.22
39	77900	009551012000	\$ 222.22
40	77900	009551014000	\$ 222.22
41	77900	009551015000	\$ 222.22
42	77900	009551016000	\$ 222.22
43	77900	009551017000	\$ 222.22

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
44	77900	009551018000	\$	222.22
45	77900	009551019000	\$	222.22
46	77900	009551020000	\$	222.22
47	77900	009551021000	\$	222.22
48	77900	009551022000	\$	222.22
49	77900	009551023000	\$	222.22
50	77900	009551024000	\$	222.22
51	77900	009551025000	\$	222.22
52	77900	009551026000	\$	222.22
53	77900	009551027000	\$	222.22
54	77900	009552001000	\$	222.22
55	77900	009552002000	\$	222.22
56	77900	009552003000	\$	222.22
57	77900	009552004000	\$	222.22
58	77900	009552005000	\$	222.22
59	77900	009552006000	\$	222.22
60	77900	009552007000	\$	222.22
61	77900	009552008000	\$	222.22
62	77900	009552009000	\$	222.22
63	77900	009552010000	\$	222.22
64	77900	009552011000	\$	222.22
65	77900	009552012000	\$	222.22
66	77900	009552013000	\$	222.22
67	77900	009552014000	\$	222.22
68	77900	009552015000	\$	222.22
69	77900	009552016000	\$	222.22
70	77900	009552017000	\$	222.22
71	77900	009552018000	\$	222.22
72	77900	009552019000	\$	222.22
73	77900	009552020000	\$	222.22
74	77900	009552021000	\$	222.22
75	77900	009552022000	\$	222.22
76	77900	009552023000	\$	222.22
77	77900	009552024000	\$	222.22
78	77900	009552025000	\$	222.22
79	77900	009552026000	\$	222.22
80	77900	009552027000	\$	222.22
81	77900	009552028000	\$	222.22
82	77900	009552029000	\$	222.22
83	77900	009552030000	\$	222.22
84	77900	009552031000	\$	222.22
85	77900	009552032000	\$	222.22
86	77900	009552033000	\$	222.22

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
87	77900	009552034000	\$ 222.22
88	77900	009552035000	\$ 222.22
89	77900	009552036000	\$ 222.22
90	77900	009552037000	\$ 222.22
91	77900	009552038000	\$ 222.22
92	77900	009552039000	\$ 222.22
93	77900	009552040000	\$ 222.22
94	77900	009552041000	\$ 222.22
95	77900	009552042000	\$ 222.22
96	77900	009552043000	\$ 222.22
97	77900	009552044000	\$ 222.22
98	77900	009552045000	\$ 222.22
99	77900	009552046000	\$ 222.22
100	77900	009552047000	\$ 222.22
101	77900	009552048000	\$ 222.22
102	77900	009552049000	\$ 222.22
103	77900	009552050000	\$ 222.22
104	77900	009552051000	\$ 222.22
105	77900	009552052000	\$ 222.22
106	77900	009552053000	\$ 222.22
107	77900	009552054000	\$ 222.22
108	77900	009552055000	\$ 222.22
109	77900	009552056000	\$ 222.22
110	77900	009552057000	\$ 222.22
111	77900	009552058000	\$ 222.22
112	77900	009552059000	\$ 222.22
113	77900	009552060000	\$ 222.22
114	77900	009562002000	\$ 192.72
115	77900	009562013000	\$ 4,625.28
116	77900	009562014000	\$ 770.88
117	77900	009562015000	\$ 192.72
118	77900	009562016000	\$ 96.36
119	77900	009562018000	\$ 770.88
120	77900	009562025000	\$ 385.44
121	77900	009562026000	\$ 385.44
122	77900	009562028000	\$ 385.44
123	77900	009562030000	\$ 7,708.80
124	77900	009562032000	\$ 3,083.52
125	77900	009562033000	\$ 1,541.76
126	77900	009562035000	\$ 770.88
127	77900	009562039000	\$ 12,334.08
128	77900	009562041000	\$ 770.88
129	77900	009562042000	\$ 770.88

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
130	77900	009562043000	\$	11,563.20
131	77900	009563005000	\$	3,701.74
132	77900	009571001000	\$	222.22
133	77900	009571002000	\$	222.22
134	77900	009571003000	\$	222.22
135	77900	009571004000	\$	222.22
136	77900	009571005000	\$	222.22
137	77900	009571006000	\$	222.22
138	77900	009571007000	\$	222.22
139	77900	009571008000	\$	222.22
140	77900	009571009000	\$	222.22
141	77900	009571010000	\$	222.22
142	77900	009571011000	\$	222.22
143	77900	009571012000	\$	222.22
144	77900	009571013000	\$	222.22
145	77900	009571014000	\$	222.22
146	77900	009571015000	\$	222.22
147	77900	009571016000	\$	222.22
148	77900	009571017000	\$	222.22
149	77900	009571018000	\$	222.22
150	77900	009571019000	\$	222.22
151	77900	009571020000	\$	222.22
152	77900	009571021000	\$	222.22
153	77900	009571022000	\$	222.22
154	77900	009571023000	\$	222.22
155	77900	009571024000	\$	222.22
156	77900	009571025000	\$	222.22
157	77900	009571026000	\$	222.22
158	77900	009571027000	\$	222.22
159	77900	009571028000	\$	222.22
160	77900	009571029000	\$	222.22
161	77900	009571030000	\$	222.22
162	77900	009571031000	\$	222.22
163	77900	009571032000	\$	222.22
164	77900	009571033000	\$	222.22
165	77900	009571034000	\$	222.22
166	77900	009571035000	\$	222.22
167	77900	009571036000	\$	222.22
168	77900	009571037000	\$	222.22
169	77900	009571038000	\$	222.22
170	77900	009571039000	\$	222.22
171	77900	009571040000	\$	222.22
172	77900	009571041000	\$	222.22

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
173	77900	009571042000	\$	222.22
174	77900	009571043000	\$	222.22
175	77900	009572001000	\$	222.22
176	77900	009572002000	\$	222.22
177	77900	009572003000	\$	222.22
178	77900	009572004000	\$	222.22
179	77900	009572005000	\$	222.22
180	77900	009572006000	\$	222.22
181	77900	009572007000	\$	222.22
182	77900	009572008000	\$	222.22
183	77900	009572009000	\$	222.22
184	77900	009572010000	\$	222.22
185	77900	009572011000	\$	222.22
186	77900	009572012000	\$	222.22
187	77900	009572013000	\$	222.22
188	77900	009572014000	\$	222.22
189	77900	009572015000	\$	222.22
190	77900	009572016000	\$	222.22
191	77900	009572017000	\$	222.22
192	77900	009572018000	\$	222.22
193	77900	009572019000	\$	222.22
194	77900	009572020000	\$	222.22
195	77900	009572021000	\$	222.22
196	77900	009572022000	\$	222.22
197	77900	009572023000	\$	222.22
198	77900	009581001000	\$	222.22
199	77900	009581002000	\$	222.22
200	77900	009581003000	\$	222.22
201	77900	009581004000	\$	222.22
202	77900	009581005000	\$	222.22
203	77900	009581006000	\$	222.22
204	77900	009581007000	\$	222.22
205	77900	009581008000	\$	222.22
206	77900	009581009000	\$	222.22
207	77900	009581010000	\$	222.22
208	77900	009581011000	\$	222.22
209	77900	009581012000	\$	222.22
210	77900	009581013000	\$	222.22
211	77900	009581014000	\$	76.00
212	77900	009581015000	\$	222.22
213	77900	009581016000	\$	222.22
214	77900	009581017000	\$	222.22
215	77900	009581018000	\$	222.22



## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
216	77900	009581019000	\$ 222.22
217	77900	009581020000	\$ 222.22
218	77900	009581021000	\$ 222.22
219	77900	009581022000	\$ 222.22
220	77900	009581023000	\$ 222.22
221	77900	009581024000	\$ 222.22
222	77900	009581025000	\$ 222.22
223	77900	009581026000	\$ 222.22
224	77900	009581027000	\$ 222.22
225	77900	009581028000	\$ 222.22
226	77900	009581029000	\$ 222.22
227	77900	009581030000	\$ 222.22
228	77900	009581031000	\$ 222.22
229	77900	009581032000	\$ 222.22
230	77900	009581033000	\$ 222.22
231	77900	009581034000	\$ 222.22
232	77900	009581035000	\$ 76.00
233	77900	009581036000	\$ 76.00
234	77900	009581037000	\$ 76.00
235	77900	009581039000	\$ 112.54
236	77900	009581040000	\$ 222.22
237	77900	015012023000	\$ 385.44
238	77900	015012025000	\$ 385.44
239	77900	015012026000	\$ 385.44
240	77900	015012027000	\$ 385.44
241	77900	015012028000	\$ 385.44
242	77900	015012029000	\$ 385.44
243	77900	015012030000	\$ 385.44
244	77900	015012031000	\$ 385.44
245	77900	015012032000	\$ 385.44
246	77900	015012033000	\$ 385.44
247	77900	015012037000	\$ 578.16
248	77900	015012039000	\$ 192.72
249	77900	015012040000	\$ 192.72
250	77900	015012048000	\$ 462.52
251	77900	015012062000	\$ 385.44
252	77900	015012066000	\$ 385.44
253	77900	015012067000	\$ 770.88
254	77900	015012068000	\$ 770.88
255	77900	015012069000	\$ 770.88
256	77900	015012070000	\$ 1,541.76
257	77900	015012071000	\$ 1,541.76
258	77900	015012072000	\$ 144.54

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
259	77900	015021006000	\$	42.14
260	77900	015021007000	\$	42.14
261	77900	015021015000	\$	78.28
262	77900	015021020000	\$	36.12
263	77900	015021021000	\$	42.14
264	77900	015021030000	\$	42.14
265	77900	015021043000	\$	42.14
266	77900	015021046000	\$	144.54
267	77900	015531001000	\$	48.18
268	77900	015531002000	\$	48.18
269	77900	015531003000	\$	48.18
270	77900	015531004000	\$	48.18
271	77900	015531005000	\$	48.18
272	77900	015531006000	\$	48.18
273	77900	015531007000	\$	48.18
274	77900	015531008000	\$	48.18
275	77900	015531009000	\$	48.18
276	77900	015531010000	\$	48.18
277	77900	015531011000	\$	48.18
278	77900	015531012000	\$	48.18
279	77900	015531013000	\$	48.18
280	77900	015531014000	\$	48.18
281	77900	015531015000	\$	48.18
282	77900	015531016000	\$	48.18
283	77900	015531017000	\$	48.18
284	77900	015531018000	\$	48.18
285	77900	015531019000	\$	48.18
286	77900	015531020000	\$	48.18
287	77900	015531021000	\$	48.18
288	77900	015531022000	\$	48.18
289	77900	015531023000	\$	48.18
290	77900	015531024000	\$	48.18
291	77900	015531025000	\$	48.18
292	77900	015531026000	\$	48.18
293	77900	015531027000	\$	48.18
294	77900	015531028000	\$	48.18
295	77900	015531029000	\$	48.18
296	77900	015531030000	\$	48.18
297	77900	015531031000	\$	48.18
298	77900	015531032000	\$	48.18
299	77900	015531033000	\$	48.18
300	77900	015531034000	\$	48.18
301	77900	015531035000	\$	48.18

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
302	77900	015531036000	\$	48.18
303	77900	015531037000	\$	48.18
304	77900	015531038000	\$	48.18
305	77900	015531039000	\$	48.18
306	77900	015531040000	\$	48.18
307	77900	015531041000	\$	48.18
308	77900	015531042000	\$	48.18
309	77900	015531043000	\$	48.18
310	77900	015531044000	\$	48.18
311	77900	015531045000	\$	48.18
312	77900	015531046000	\$	48.18
313	77900	015531047000	\$	48.18
314	77900	015531048000	\$	48.18
315	77900	015532001000	\$	48.18
316	77900	015532002000	\$	48.18
317	77900	015532003000	\$	48.18
318	77900	015532004000	\$	48.18
319	77900	015532005000	\$	48.18
320	77900	015532006000	\$	48.18
321	77900	015532007000	\$	48.18
322	77900	015532008000	\$	48.18
323	77900	015532009000	\$	48.18
324	77900	015532010000	\$	48.18
325	77900	015532011000	\$	48.18
326	77900	015532012000	\$	48.18
327	77900	015532013000	\$	48.18
328	77900	015532014000	\$	48.18
329	77900	015532015000	\$	48.18
330	77900	015532016000	\$	48.18
331	77900	015532017000	\$	48.18
332	77900	015532018000	\$	48.18
333	77900	015532019000	\$	48.18
334	77900	015532020000	\$	48.18
335	77900	015532021000	\$	48.18
336	77900	015532022000	\$	48.18
337	77900	015532023000	\$	48.18
338	77900	015532024000	\$	48.18
339	77900	015532025000	\$	48.18
340	77900	015532026000	\$	48.18
341	77900	015532027000	\$	48.18
342	77900	015532028000	\$	48.18
343	77900	015532029000	\$	48.18
344	77900	015532030000	\$	48.18

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
345	77900	015532031000	\$	48.18
346	77900	015532032000	\$	48.18
347	77900	015532033000	\$	48.18
348	77900	015532034000	\$	48.18
349	77900	015532035000	\$	48.18
350	77900	015532036000	\$	48.18
351	77900	015532037000	\$	48.18
352	77900	015532038000	\$	48.18
353	77900	015532039000	\$	48.18
354	77900	015532040000	\$	48.18
355	77900	015532041000	\$	48.18
356	77900	015532042000	\$	48.18
357	77900	015532043000	\$	48.18
358	77900	015532044000	\$	48.18
359	77900	015541001000	\$	48.18
360	77900	015541002000	\$	48.18
361	77900	015541003000	\$	48.18
362	77900	015541004000	\$	48.18
363	77900	015541005000	\$	48.18
364	77900	015541006000	\$	48.18
365	77900	015541007000	\$	48.18
366	77900	015541008000	\$	48.18
367	77900	015541009000	\$	48.18
368	77900	015541010000	\$	48.18
369	77900	015541011000	\$	48.18
370	77900	015541012000	\$	48.18
371	77900	015541013000	\$	48.18
372	77900	015541014000	\$	48.18
373	77900	015541015000	\$	48.18
374	77900	015541016000	\$	48.18
375	77900	015541017000	\$	48.18
376	77900	015541018000	\$	48.18
377	77900	015541019000	\$	48.18
378	77900	015541020000	\$	48.18
379	77900	015541021000	\$	48.18
380	77900	015541022000	\$	48.18
381	77900	015541023000	\$	48.18
382	77900	015541024000	\$	48.18
383	77900	015541025000	\$	48.18
384	77900	015541026000	\$	48.18
385	77900	015541027000	\$	48.18
386	77900	015541028000	\$	48.18
387	77900	015541029000	\$	48.18

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
388	77900	015541030000	\$	48.18
389	77900	015541031000	\$	48.18
390	77900	015541032000	\$	48.18
391	77900	015541033000	\$	48.18
392	77900	015541034000	\$	48.18
393	77900	015541035000	\$	48.18
394	77900	015541036000	\$	48.18
395	77900	015541037000	\$	48.18
396	77900	015541038000	\$	48.18
397	77900	015541039000	\$	48.18
398	77900	015541040000	\$	48.18
399	77900	015541041000	\$	48.18
400	77900	015541042000	\$	48.18
401	77900	015541043000	\$	48.18
402	77900	015541047000	\$	48.18
403	77900	015541048000	\$	48.18
404	77900	015541049000	\$	48.18
405	77900	015541050000	\$	48.18
406	77900	015541051000	\$	48.18
407	77900	015541052000	\$	48.18
408	77900	015541053000	\$	48.18
409	77900	015541054000	\$	48.18
410	77900	015541055000	\$	48.18
411	77900	015541056000	\$	48.18
412	77900	015541057000	\$	48.18
413	77900	015541058000	\$	48.18
414	77900	015541059000	\$	48.18
415	77900	015541060000	\$	48.18
416	77900	015541061000	\$	48.18
417	77900	015541062000	\$	48.18
418	77900	015541063000	\$	48.18
419	77900	015541064000	\$	48.18
420	77900	015541065000	\$	48.18
421	77900	015541066000	\$	48.18
422	77900	015541067000	\$	48.18
423	77900	015541068000	\$	48.18
424	77900	015541069000	\$	48.18
425	77900	015541070000	\$	48.18
426	77900	015541071000	\$	48.18
427	77900	015541072000	\$	48.18
428	77900	015541073000	\$	48.18
429	77900	015541074000	\$	48.18
445	77900	015541090000	\$	48.18

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 77900 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
446	77900	015541075000		\$ 48.18
447	77900	015541076000		\$ 48.18
448	77900	015541077000		\$ 48.18
449	77900	015541078000		\$ 48.18
450	77900	015541079000		\$ 48.18
451	77900	015541080000		\$ 48.18
452	77900	015541081000		\$ 48.18
453	77900	015541082000		\$ 48.18
454	77900	015541083000		\$ 48.18
455	77900	015541084000		\$ 48.18
456	77900	015541085000		\$ 48.18
457	77900	015541086000		\$ 48.18
458	77900	015541087000		\$ 48.18
459	77900	015541088000		\$ 48.18
460	77900	015541089000		\$ 48.18
<b>Parcel Count: 460</b>		<b>Total CSA No. 50</b>		<b>\$ 118,486.26</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 51  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 51-High Meadows (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78000 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
1	78000	015451001000	\$	15.70
2	78000	015451002000	\$	15.70
3	78000	015451003000	\$	15.70
4	78000	015451004000	\$	15.70
5	78000	015451005000	\$	15.70
6	78000	015451006000	\$	15.70
7	78000	015451007000	\$	15.70
8	78000	015451008000	\$	15.70
9	78000	015451009000	\$	15.70
10	78000	015451010000	\$	15.70
11	78000	015451011000	\$	15.70
12	78000	015451012000	\$	15.70
13	78000	015451013000	\$	15.70
14	78000	015451014000	\$	15.70
15	78000	015451015000	\$	15.70
16	78000	015451016000	\$	15.70
17	78000	015451017000	\$	15.70
18	78000	015451018000	\$	15.70
19	78000	015451019000	\$	15.70
20	78000	015451020000	\$	15.70
21	78000	015451021000	\$	15.70
22	78000	015451022000	\$	15.70
23	78000	015451023000	\$	15.70
24	78000	015451024000	\$	15.70
25	78000	015451025000	\$	15.70
26	78000	015451026000	\$	15.70
27	78000	015451027000	\$	15.70
28	78000	015451028000	\$	15.70
29	78000	015451029000	\$	15.70
30	78000	015451030000	\$	15.70
31	78000	015451031000	\$	15.70
32	78000	015451034000	\$	15.70
33	78000	015451035000	\$	15.70
34	78000	015451036000	\$	15.70
35	78000	015451037000	\$	15.70
36	78000	015451038000	\$	15.70
37	78000	015451039000	\$	15.70
38	78000	015451040000	\$	15.70
39	78000	015451041000	\$	15.70
40	78000	015451042000	\$	15.70
41	78000	015451043000	\$	15.70
42	78000	015451044000	\$	15.70
43	78000	015451045000	\$	15.70
44	78000	015451050000	\$	24.44

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78000 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
45	78000	015461001000	\$	15.70
46	78000	015461002000	\$	15.70
47	78000	015461003000	\$	15.70
48	78000	015461004000	\$	15.70
49	78000	015461005000	\$	15.70
50	78000	015461006000	\$	15.70
51	78000	015461007000	\$	15.70
52	78000	015461008000	\$	15.70
53	78000	015461009000	\$	15.70
54	78000	015461010000	\$	15.70
55	78000	015461011000	\$	15.70
56	78000	015461012000	\$	15.70
57	78000	015461013000	\$	15.70
58	78000	015461014000	\$	15.70
59	78000	015461015000	\$	15.70
60	78000	015461017000	\$	20.96
61	78000	015471008000	\$	15.70
62	78000	015471009000	\$	15.70
63	78000	015471010000	\$	15.70
64	78000	015471011000	\$	15.70
65	78000	015471012000	\$	15.70
66	78000	015471013000	\$	15.70
67	78000	015471014000	\$	15.70
68	78000	015471015000	\$	15.70
69	78000	015471016000	\$	15.70
70	78000	015471017000	\$	15.70
71	78000	015471018000	\$	15.70
72	78000	015471019000	\$	15.70
73	78000	015471020000	\$	15.70
74	78000	015471021000	\$	15.70
75	78000	015471022000	\$	15.70
76	78000	015471023000	\$	15.70
77	78000	015471024000	\$	15.70
78	78000	015471025000	\$	15.70
79	78000	015471026000	\$	15.70
80	78000	015471027000	\$	15.70
81	78000	015471028000	\$	15.70
82	78000	015471029000	\$	15.70
83	78000	015471030000	\$	15.70
84	78000	015471031000	\$	15.70
85	78000	015471032000	\$	15.70
86	78000	015471033000	\$	15.70
87	78000	015471034000	\$	15.70
88	78000	015471035000	\$	15.70

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78000 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
89	78000	015471036000	\$	15.70
90	78000	015471037000	\$	15.70
91	78000	015471038000	\$	15.70
92	78000	015471039000	\$	15.70
93	78000	015471040000	\$	15.70
94	78000	015471041000	\$	15.70
95	78000	015471042000	\$	15.70
96	78000	015471043000	\$	15.70
97	78000	015471044000	\$	15.70
98	78000	015471045000	\$	15.70
99	78000	015471046000	\$	15.70
100	78000	015471047000	\$	15.70
101	78000	015471048000	\$	15.70
102	78000	015471049000	\$	15.70
103	78000	015471050000	\$	15.70
104	78000	015471051000	\$	15.70
105	78000	015471052000	\$	15.70
106	78000	015471053000	\$	15.70
107	78000	015471054000	\$	15.70
108	78000	015471055000	\$	15.70
109	78000	015471056000	\$	15.70
110	78000	015471057000	\$	15.70
111	78000	015471058000	\$	15.70
112	78000	015471059000	\$	15.70
113	78000	015471060000	\$	15.70
114	78000	015472001000	\$	15.70
115	78000	015472002000	\$	15.70
116	78000	015472003000	\$	15.70
117	78000	015472004000	\$	15.70
118	78000	015472005000	\$	15.70
119	78000	015472006000	\$	15.70
120	78000	015472007000	\$	15.70
121	78000	015472008000	\$	15.70
122	78000	015472009000	\$	15.70
123	78000	015472010000	\$	15.70
124	78000	015472011000	\$	15.70
125	78000	015472012000	\$	15.70
126	78000	015472013000	\$	15.70
127	78000	015472014000	\$	15.70
128	78000	015472015000	\$	15.70
129	78000	015472016000	\$	15.70
130	78000	015472017000	\$	15.70
131	78000	015472018000	\$	15.70
132	78000	015472019000	\$	15.70

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78000 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
133	78000	015472020000	\$	15.70
134	78000	015472021000	\$	15.70
135	78000	015472022000	\$	15.70
136	78000	015472023000	\$	15.70
137	78000	015472024000	\$	15.70
138	78000	015472025000	\$	15.70
139	78000	015472026000	\$	15.70
140	78000	015472027000	\$	15.70
141	78000	015472028000	\$	15.70
142	78000	015472029000	\$	15.70
143	78000	015472030000	\$	15.70
144	78000	015482007000	\$	34.96
145	78000	015483001000	\$	15.70
146	78000	015483002000	\$	15.70
147	78000	015483003000	\$	15.70
148	78000	015483004000	\$	15.70
149	78000	015483005000	\$	15.70
150	78000	015483006000	\$	15.70
151	78000	015483007000	\$	15.70
152	78000	015483008000	\$	15.70
153	78000	015483009000	\$	15.70
154	78000	015483010000	\$	15.70
155	78000	015483011000	\$	15.70
156	78000	015483012000	\$	15.70
157	78000	015483013000	\$	15.70
158	78000	015483014000	\$	15.70
159	78000	015483015000	\$	8.74
160	78000	015483016000	\$	8.74
161	78000	015483017000	\$	8.74
162	78000	015483018000	\$	8.74
163	78000	015483019000	\$	15.70
164	78000	015483020000	\$	15.70
165	78000	015483021000	\$	15.70
166	78000	015483022000	\$	15.70
167	78000	015484001000	\$	15.70
168	78000	015484002000	\$	15.70
169	78000	015484003000	\$	15.70
170	78000	015484004000	\$	15.70
171	78000	015484005000	\$	15.70
172	78000	015484006000	\$	15.70
173	78000	015484007000	\$	15.70
174	78000	015484008000	\$	15.70
175	78000	015484009000	\$	15.70
176	78000	015484010000	\$	15.70

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78000 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
177	78000	015484011000	\$	15.70
178	78000	015484012000	\$	15.70
179	78000	015484013000	\$	15.70
180	78000	015484014000	\$	15.70
181	78000	015484015000	\$	15.70
182	78000	015484016000	\$	15.70
183	78000	015484017000	\$	15.70
184	78000	015484018000	\$	15.70
185	78000	015484019000	\$	8.74
186	78000	015484020000	\$	8.74
187	78000	015501001000	\$	15.70
188	78000	015501002000	\$	15.70
189	78000	015501003000	\$	15.70
190	78000	015501004000	\$	15.70
191	78000	015501005000	\$	15.70
192	78000	015501006000	\$	15.70
193	78000	015501007000	\$	15.70
194	78000	015501008000	\$	15.70
195	78000	015501009000	\$	15.70
196	78000	015501010000	\$	15.70
197	78000	015501011000	\$	15.70
198	78000	015501012000	\$	15.70
199	78000	015501013000	\$	15.70
200	78000	015501014000	\$	15.70
201	78000	015501015000	\$	15.70
202	78000	015501016000	\$	15.70
203	78000	015501017000	\$	15.70
204	78000	015501018000	\$	15.70
205	78000	015501019000	\$	15.70
206	78000	015501020000	\$	15.70
207	78000	015501021000	\$	15.70
208	78000	015501022000	\$	15.70
209	78000	015501023000	\$	15.70
210	78000	015501024000	\$	15.70
211	78000	015551001000	\$	15.70
212	78000	015551002000	\$	15.70
213	78000	015551003000	\$	15.70
214	78000	015551004000	\$	15.70
215	78000	015551005000	\$	15.70
216	78000	015551006000	\$	15.70
217	78000	015551007000	\$	15.70
218	78000	015551008000	\$	15.70
219	78000	015551009000	\$	15.70
220	78000	015551010000	\$	15.70

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78000 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
221	78000	015551011000	\$	15.70
222	78000	015551012000	\$	15.70
223	78000	015551013000	\$	15.70
224	78000	015551014000	\$	15.70
225	78000	015551015000	\$	15.70
226	78000	015551016000	\$	15.70
227	78000	015551017000	\$	15.70
228	78000	015551018000	\$	15.70
229	78000	015551019000	\$	15.70
230	78000	015551020000	\$	15.70
231	78000	015551021000	\$	15.70
232	78000	015551022000	\$	15.70
233	78000	015551023000	\$	15.70
234	78000	015551024000	\$	15.70
235	78000	015551025000	\$	15.70
236	78000	015551026000	\$	15.70
237	78000	015551027000	\$	15.70
238	78000	015551028000	\$	15.70
239	78000	015551029000	\$	15.70
240	78000	015551030000	\$	15.70
241	78000	015561004000	\$	286.64
242	78000	015561008000	\$	146.80
243	78000	015561009000	\$	181.76
244	78000	015562001000	\$	15.70
245	78000	015562002000	\$	15.70
246	78000	015562003000	\$	15.70
247	78000	015562004000	\$	15.70
248	78000	015562005000	\$	15.70
249	78000	015562006000	\$	15.70
250	78000	015562010000	\$	15.70
251	78000	015562011000	\$	15.70
252	78000	015562012000	\$	15.70
253	78000	015562013000	\$	15.70
254	78000	015562014000	\$	15.70
255	78000	015562015000	\$	15.70
256	78000	015562016000	\$	15.70
257	78000	015562017000	\$	15.70
258	78000	015562018000	\$	15.70
259	78000	015562019000	\$	15.70
260	78000	015562020000	\$	15.70
261	78000	015562021000	\$	15.70
262	78000	015562022000	\$	15.70
263	78000	015562023000	\$	15.70
264	78000	015562024000	\$	15.70

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78000 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
265	78000	015562025000		\$ 15.70
266	78000	015562026000		\$ 15.70
267	78000	015562027000		\$ 15.70
268	78000	015562028000		\$ 15.70
269	78000	015562029000		\$ 15.70
270	78000	015562030000		\$ 15.70
271	78000	015562031000		\$ 12.22
272	78000	015562032000		\$ 15.70
273	78000	015562033000		\$ 15.70
274	78000	015563001000		\$ 15.70
275	78000	015563002000		\$ 15.70
276	78000	015563003000		\$ 15.70
277	78000	015563004000		\$ 15.70
278	78000	015563005000		\$ 15.70
279	78000	015563006000		\$ 15.70
280	78000	015563007000		\$ 15.70
281	78000	015563008000		\$ 15.70
282	78000	015563009000		\$ 15.70
283	78000	015563010000		\$ 15.70
284	78000	015563011000		\$ 15.70
<b>Parcel Count: 284</b>		<b>Total CSA No. 51</b>		<b>\$ 5,014.92</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 52  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,        )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 52-Carmel Valley Village (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:



I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	78100	187411013000	\$ 41.92
2	78100	187411015000	\$ 10.48
3	78100	187411016000	\$ 10.48
4	78100	187421006000	\$ 5.24
5	78100	187421007000	\$ 5.24
6	78100	187421008000	\$ 5.24
7	78100	187421009000	\$ 5.24
8	78100	187421010000	\$ 5.24
9	78100	187421011000	\$ 5.24
10	78100	187421012000	\$ 5.24
11	78100	187421013000	\$ 5.24
12	78100	187421014000	\$ 5.24
13	78100	187421015000	\$ 5.24
14	78100	187421016000	\$ 5.24
15	78100	187421017000	\$ 5.24
16	78100	187421018000	\$ 5.24
17	78100	187421019000	\$ 5.24
18	78100	187421020000	\$ 5.24
19	78100	187421021000	\$ 5.24
20	78100	187421022000	\$ 5.24
21	78100	187421023000	\$ 5.24
22	78100	187421024000	\$ 5.24
23	78100	187421025000	\$ 5.24
24	78100	187421026000	\$ 5.24
25	78100	187421027000	\$ 5.24
26	78100	187421029000	\$ 20.96
27	78100	187421030000	\$ 20.96
28	78100	187421031000	\$ 62.88
29	78100	187432012000	\$ 5.24
30	78100	187433002000	\$ 10.48
31	78100	187433017000	\$ 20.96
32	78100	187433018000	\$ 10.48
33	78100	187433041000	\$ 5.24
34	78100	187433043000	\$ 5.24
35	78100	187433046000	\$ 5.24
36	78100	187433047000	\$ 5.24
37	78100	187433049000	\$ 5.24
38	78100	187433050000	\$ 5.24
39	78100	187433051000	\$ 5.24
40	78100	187433058000	\$ 5.24
41	78100	187433062000	\$ 5.24
42	78100	187441021000	\$ 5.24
43	78100	187441026000	\$ 5.24

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78100 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
44	78100	187441027000	\$ 5.24
45	78100	187441028000	\$ 5.24
46	78100	187441029000	\$ 5.24
47	78100	187442016000	\$ 5.24
48	78100	187442018000	\$ 20.96
49	78100	187442019000	\$ 10.48
50	78100	187512008000	\$ 5.24
51	78100	187512013000	\$ 5.24
52	78100	187512014000	\$ 5.24
53	78100	187512015000	\$ 5.24
54	78100	187531004000	\$ 10.48
55	78100	187531006000	\$ 10.48
56	78100	187531007000	\$ 10.48
57	78100	187531008000	\$ 20.96
58	78100	187541002000	\$ 20.96
59	78100	187541009000	\$ 20.96
60	78100	187541013000	\$ 41.92
61	78100	187541014000	\$ 62.88
62	78100	187541015000	\$ 41.92
63	78100	187541016000	\$ 20.96
64	78100	187541017000	\$ 20.96
65	78100	187541018000	\$ 20.96
66	78100	187541019000	\$ 20.96
67	78100	187541020000	\$ 10.48
68	78100	187541021000	\$ 10.48
69	78100	187541022000	\$ 20.96
70	78100	187541023000	\$ 20.96
71	78100	187581018000	\$ 10.48
72	78100	187581019000	\$ 10.48
73	78100	187591038000	\$ 62.88
74	78100	187591040000	\$ 20.96
75	78100	187591041000	\$ 20.96
76	78100	187591042000	\$ 10.48
77	78100	187591047000	\$ 83.84
78	78100	187591048000	\$ 10.48
79	78100	187591053000	\$ 20.96
80	78100	187601024000	\$ 41.92
81	78100	187601025000	\$ 20.96
82	78100	187601026000	\$ 41.92
83	78100	187601028000	\$ 10.48
84	78100	187601029000	\$ 20.96
85	78100	187601031000	\$ 20.96
86	78100	187611045000	\$ 146.72

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78100 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
87	78100	187611047000	\$ 41.92
88	78100	187611053000	\$ 62.88
89	78100	187611054000	\$ 20.96
90	78100	187611055000	\$ 62.88
91	78100	187611056000	\$ 62.88
92	78100	187611059000	\$ 209.60
93	78100	189221043000	\$ 5.24
94	78100	189221050000	\$ 5.24
95	78100	189222020000	\$ 5.24
96	78100	189291005000	\$ 10.48
97	78100	189291006000	\$ 20.96
<b>Parcel County: 97</b>		<b>Total CSA No. 52</b>	<b>\$ 1,912.60</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 53  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,        )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 53-Arroyo Seco (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78200 TAX YEAR 2025-26

No.	Bond #	Parcel			Fees per Parcel
1	78200	111021001000			\$ 97.68
2	78200	111021010000			\$ 0.64
3	78200	111021011000			\$ 167.64
4	78200	111022001000			\$ 272.58
5	78200	165073003000			\$ 50.82
6	78200	183011008000			\$ 145.86
7	78200	183011009000			\$ 0.16
8	78200	183011010000			\$ 0.16
9	78200	183011011000			\$ 43.56
10	78200	183011012000			\$ 44.88
11	78200	183011016000			\$ 100.32
12	78200	183011017000			\$ 121.44
13	78200	183021002000			\$ 122.76
14	78200	183021003000			\$ 177.54
15	78200	183021004000			\$ 169.62
16	78200	183021008000			\$ 4.62
17	78200	183021009000			\$ 123.42
18	78200	183021016000			\$ 120.12
19	78200	183021018000			\$ 34.98
20	78200	183021020000			\$ 5.94
21	78200	183021021000			\$ 258.06
22	78200	183021023000			\$ 20.46
23	78200	183021024000			\$ 6.60
24	78200	183021031000			\$ 1.32
25	78200	183021032000			\$ 211.20
26	78200	183021033000			\$ 99.00
27	78200	183021034000			\$ 2.64
28	78200	183021035000			\$ 244.20
29	78200	183021036000			\$ 9.24
30	78200	418381006000			\$ 159.06
31	78200	418381007000			\$ 186.78
32	78200	418381008000			\$ 50.82
33	78200	418381009000			\$ 95.04
<b>Parcel Count: 33</b>		<b>Total CSA No. 53:</b>			<b>\$ 3,149.16</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 54  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 54-Manzanita and Sarsi Subdivisions (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:



I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78300 TAX YEAR 2025-26

No.	Bond #	Parcel		Fees per Parcel
1	78300	412081002000		\$ 16.48
2	78300	412081003000		\$ 16.48
3	78300	412081004000		\$ 16.48
4	78300	412081005000		\$ 16.48
5	78300	412081006000		\$ 16.48
6	78300	412081008000		\$ 16.48
7	78300	412081009000		\$ 32.96
8	78300	412081010000		\$ 8.24
9	78300	412081011000		\$ 8.24
10	78300	412081012000		\$ 8.24
11	78300	412081013000		\$ 8.24
12	78300	412141001000		\$ 8.24
13	78300	412141002000		\$ 8.24
14	78300	412141003000		\$ 8.24
15	78300	412141004000		\$ 32.96
16	78300	412141012000		\$ 65.92
<b>Parcel Count: 16</b>		<b>Total CSA No. 54:</b>		<b>\$ 288.40</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 56  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 56-Del Mesa Carmel (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78500 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	78500	015441001000	\$ 45.44
2	78500	015441005000	\$ 27.02
3	78500	015442001000	\$ 27.02
4	78500	015442002000	\$ 27.02
5	78500	015442003000	\$ 27.02
6	78500	015442004000	\$ 27.02
7	78500	015442005000	\$ 27.02
8	78500	015442006000	\$ 27.02
9	78500	015442007000	\$ 27.02
10	78500	015442008000	\$ 27.02
11	78500	015442009000	\$ 27.02
12	78500	015442010000	\$ 27.02
13	78500	015442011000	\$ 27.02
14	78500	015442012000	\$ 27.02
15	78500	015442013000	\$ 27.02
16	78500	015442014000	\$ 27.02
17	78500	015442015000	\$ 27.02
18	78500	015442016000	\$ 27.02
19	78500	015442017000	\$ 27.02
20	78500	015442018000	\$ 27.02
21	78500	015442019000	\$ 27.02
22	78500	015442020000	\$ 27.02
23	78500	015442021000	\$ 27.02
24	78500	015442022000	\$ 27.02
25	78500	015442023000	\$ 27.02
26	78500	015442024000	\$ 27.02
27	78500	015442025000	\$ 27.02
28	78500	015442026000	\$ 27.02
29	78500	015442027000	\$ 27.02
30	78500	015443001000	\$ 27.02
31	78500	015443002000	\$ 27.02
32	78500	015443003000	\$ 27.02
33	78500	015443004000	\$ 27.02
34	78500	015443005000	\$ 27.02
35	78500	015443006000	\$ 27.02
36	78500	015443007000	\$ 27.02
37	78500	015443008000	\$ 27.02
38	78500	015443009000	\$ 27.02
39	78500	015443010000	\$ 27.02
40	78500	015443011000	\$ 27.02
41	78500	015443012000	\$ 27.02
42	78500	015444001000	\$ 27.02
43	78500	015444002000	\$ 27.02

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78500 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
44	78500	015444003000	\$ 27.02
45	78500	015444004000	\$ 27.02
46	78500	015444005000	\$ 27.02
47	78500	015444006000	\$ 27.02
48	78500	015444007000	\$ 27.02
49	78500	015444008000	\$ 27.02
50	78500	015444009000	\$ 27.02
51	78500	015444010000	\$ 27.02
52	78500	015444011000	\$ 27.02
53	78500	015444012000	\$ 27.02
54	78500	015444013000	\$ 27.02
55	78500	015444014000	\$ 27.02
56	78500	015444015000	\$ 27.02
57	78500	015444016000	\$ 27.02
58	78500	015444017000	\$ 27.02
59	78500	015444018000	\$ 27.02
60	78500	015444019000	\$ 27.02
61	78500	015444020000	\$ 27.02
62	78500	015444021000	\$ 27.02
63	78500	015444022000	\$ 27.02
64	78500	015444023000	\$ 27.02
65	78500	015444024000	\$ 27.02
66	78500	015444025000	\$ 27.02
67	78500	015444026000	\$ 27.02
68	78500	015444027000	\$ 27.02
69	78500	015444028000	\$ 27.02
70	78500	015445001000	\$ 27.02
71	78500	015445002000	\$ 27.02
72	78500	015445003000	\$ 27.02
73	78500	015445004000	\$ 27.02
74	78500	015445005000	\$ 27.02
75	78500	015445006000	\$ 27.02
76	78500	015445007000	\$ 27.02
77	78500	015445008000	\$ 27.02
78	78500	015445009000	\$ 27.02
79	78500	015445010000	\$ 27.02
80	78500	015445011000	\$ 27.02
81	78500	015445012000	\$ 27.02
82	78500	015445013000	\$ 27.02
83	78500	015445014000	\$ 27.02
84	78500	015445015000	\$ 27.02
85	78500	015445016000	\$ 27.02
86	78500	015445017000	\$ 27.02

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78500 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
87	78500	015445018000	\$ 27.02
88	78500	015446001000	\$ 27.02
89	78500	015446002000	\$ 27.02
90	78500	015446003000	\$ 27.02
91	78500	015446004000	\$ 27.02
92	78500	015446005000	\$ 27.02
93	78500	015446006000	\$ 27.02
94	78500	015446007000	\$ 27.02
95	78500	015446008000	\$ 27.02
96	78500	015446009000	\$ 27.02
97	78500	015446010000	\$ 27.02
98	78500	015446011000	\$ 27.02
99	78500	015446012000	\$ 27.02
100	78500	015446013000	\$ 27.02
101	78500	015446014000	\$ 27.02
102	78500	015446015000	\$ 27.02
103	78500	015447001000	\$ 27.02
104	78500	015447002000	\$ 27.02
105	78500	015447003000	\$ 27.02
106	78500	015447004000	\$ 27.02
107	78500	015447005000	\$ 27.02
108	78500	015447006000	\$ 27.02
109	78500	015447007000	\$ 27.02
110	78500	015447008000	\$ 27.02
111	78500	015447009000	\$ 27.02
112	78500	015447010000	\$ 27.02
113	78500	015447011000	\$ 27.02
114	78500	015447012000	\$ 27.02
115	78500	015447013000	\$ 27.02
116	78500	015447014000	\$ 27.02
117	78500	015447015000	\$ 27.02
118	78500	015447016000	\$ 27.02
119	78500	015447017000	\$ 27.02
120	78500	015447018000	\$ 27.02
121	78500	015447019000	\$ 27.02
122	78500	015447020000	\$ 27.02
123	78500	015447021000	\$ 27.02
124	78500	015447022000	\$ 27.02
125	78500	015447023000	\$ 27.02
126	78500	015448001000	\$ 27.02
127	78500	015448002000	\$ 27.02
128	78500	015448003000	\$ 27.02
129	78500	015448004000	\$ 27.02

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78500 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
130	78500	015448005000	\$ 27.02
131	78500	015448006000	\$ 27.02
132	78500	015448007000	\$ 27.02
133	78500	015448008000	\$ 27.02
134	78500	015448009000	\$ 27.02
135	78500	015448010000	\$ 27.02
136	78500	015448011000	\$ 27.02
137	78500	015448012000	\$ 27.02
138	78500	015448013000	\$ 27.02
139	78500	015449001000	\$ 27.02
140	78500	015449002000	\$ 27.02
141	78500	015449003000	\$ 27.02
142	78500	015449004000	\$ 27.02
143	78500	015449005000	\$ 27.02
144	78500	015449006000	\$ 27.02
145	78500	015449007000	\$ 27.02
146	78500	015449008000	\$ 27.02
147	78500	015449009000	\$ 27.02
148	78500	015449010000	\$ 27.02
149	78500	015449011000	\$ 27.02
150	78500	015449012000	\$ 27.02
151	78500	015449013000	\$ 27.02
152	78500	015449014000	\$ 27.02
153	78500	015511001000	\$ 27.02
154	78500	015511002000	\$ 27.02
155	78500	015511003000	\$ 27.02
156	78500	015511004000	\$ 27.02
157	78500	015511005000	\$ 27.02
158	78500	015511006000	\$ 27.02
159	78500	015511007000	\$ 27.02
160	78500	015511008000	\$ 27.02
161	78500	015511009000	\$ 27.02
162	78500	015511010000	\$ 27.02
163	78500	015511013000	\$ 27.02
164	78500	015511014000	\$ 27.02
165	78500	015511015000	\$ 27.02
166	78500	015511016000	\$ 27.02
167	78500	015512001000	\$ 27.02
168	78500	015512002000	\$ 27.02
169	78500	015512003000	\$ 27.02
170	78500	015512004000	\$ 27.02
171	78500	015512005000	\$ 27.02
172	78500	015512006000	\$ 27.02



## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78500 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
173	78500	015512007000	\$ 27.02
174	78500	015512008000	\$ 27.02
175	78500	015512009000	\$ 27.02
176	78500	015512010000	\$ 27.02
177	78500	015512011000	\$ 27.02
178	78500	015512012000	\$ 27.02
179	78500	015512013000	\$ 27.02
180	78500	015512014000	\$ 27.02
181	78500	015512015000	\$ 27.02
182	78500	015512016000	\$ 27.02
183	78500	015512017000	\$ 27.02
184	78500	015512018000	\$ 27.02
185	78500	015512019000	\$ 27.02
186	78500	015512020000	\$ 27.02
187	78500	015513001000	\$ 27.02
188	78500	015513002000	\$ 27.02
189	78500	015513003000	\$ 27.02
190	78500	015513004000	\$ 27.02
191	78500	015513005000	\$ 27.02
192	78500	015513006000	\$ 27.02
193	78500	015513007000	\$ 27.02
194	78500	015513008000	\$ 27.02
195	78500	015513009000	\$ 27.02
196	78500	015513010000	\$ 27.02
197	78500	015513011000	\$ 27.02
198	78500	015513012000	\$ 27.02
199	78500	015513013000	\$ 27.02
200	78500	015513014000	\$ 27.02
201	78500	015513015000	\$ 27.02
202	78500	015513016000	\$ 27.02
203	78500	015513017000	\$ 27.02
204	78500	015513018000	\$ 27.02
205	78500	015513019000	\$ 27.02
206	78500	015513020000	\$ 27.02
207	78500	015513021000	\$ 27.02
208	78500	015513022000	\$ 27.02
209	78500	015513023000	\$ 27.02
210	78500	015513024000	\$ 27.02
211	78500	015513025000	\$ 27.02
212	78500	015513026000	\$ 27.02
213	78500	015514001000	\$ 27.02
214	78500	015514002000	\$ 27.02
215	78500	015514003000	\$ 27.02

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78500 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
216	78500	015514004000	\$ 27.02
217	78500	015514005000	\$ 27.02
218	78500	015514006000	\$ 27.02
219	78500	015514007000	\$ 27.02
220	78500	015514008000	\$ 27.02
221	78500	015514009000	\$ 27.02
222	78500	015514010000	\$ 27.02
223	78500	015514011000	\$ 27.02
224	78500	015514012000	\$ 27.02
225	78500	015514013000	\$ 27.02
226	78500	015514014000	\$ 27.02
227	78500	015514015000	\$ 27.02
228	78500	015514016000	\$ 27.02
229	78500	015514018000	\$ 27.02
230	78500	015514019000	\$ 27.02
231	78500	015514020000	\$ 27.02
232	78500	015514021000	\$ 27.02
233	78500	015515001000	\$ 27.02
234	78500	015515002000	\$ 27.02
235	78500	015515003000	\$ 27.02
236	78500	015515004000	\$ 27.02
237	78500	015515005000	\$ 27.02
238	78500	015515006000	\$ 27.02
239	78500	015515007000	\$ 27.02
240	78500	015515008000	\$ 27.02
241	78500	015515009000	\$ 27.02
242	78500	015515010000	\$ 27.02
243	78500	015516001000	\$ 27.02
244	78500	015516002000	\$ 27.02
245	78500	015516003000	\$ 27.02
246	78500	015516004000	\$ 27.02
247	78500	015516005000	\$ 27.02
248	78500	015516006000	\$ 27.02
249	78500	015516007000	\$ 27.02
250	78500	015516008000	\$ 27.02
251	78500	015516009000	\$ 27.02
252	78500	015516010000	\$ 27.02
253	78500	015516011000	\$ 27.02
254	78500	015516012000	\$ 27.02
255	78500	015516013000	\$ 27.02
256	78500	015516014000	\$ 27.02
257	78500	015516015000	\$ 27.02
258	78500	015516016000	\$ 27.02

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78500 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
259	78500	015517001000	\$ 27.02
260	78500	015517002000	\$ 27.02
261	78500	015517003000	\$ 27.02
262	78500	015517004000	\$ 27.02
263	78500	015517005000	\$ 27.02
264	78500	015517006000	\$ 27.02
265	78500	015517007000	\$ 27.02
266	78500	015517008000	\$ 27.02
267	78500	015517009000	\$ 27.02
268	78500	015517010000	\$ 27.02
269	78500	015517011000	\$ 27.02
270	78500	015517012000	\$ 27.02
271	78500	015517013000	\$ 27.02
272	78500	015517014000	\$ 27.02
273	78500	015517015000	\$ 27.02
274	78500	015517016000	\$ 27.02
275	78500	015517017000	\$ 27.02
276	78500	015517018000	\$ 27.02
277	78500	015517019000	\$ 27.02
278	78500	015518001000	\$ 27.02
279	78500	015518002000	\$ 27.02
280	78500	015518003000	\$ 27.02
281	78500	015518004000	\$ 27.02
282	78500	015518005000	\$ 27.02
283	78500	015518006000	\$ 27.02
284	78500	015518007000	\$ 27.02
285	78500	015518008000	\$ 27.02
286	78500	015518009000	\$ 27.02
287	78500	015518010000	\$ 27.02
288	78500	015518011000	\$ 27.02
289	78500	015518012000	\$ 27.02
290	78500	015518013000	\$ 27.02
<b>Parcel Count: 290</b>		<b>Total No. CSA 56:</b>	<b>\$ 7,854.22</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 58  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 58-Vista Dorado (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1,” regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1,” the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 78700 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	78700	161411001000	\$ 96.36
2	78700	161411002000	\$ 78.88
3	78700	161411003000	\$ 78.88
4	78700	161411004000	\$ 78.88
5	78700	161411007000	\$ 78.88
6	78700	161411008000	\$ 78.88
7	78700	161411009000	\$ 78.88
8	78700	161411010000	\$ 48.18
9	78700	161411011000	\$ 78.88
10	78700	161411012000	\$ 96.36
11	78700	161411013000	\$ 96.36
12	78700	161411014000	\$ 96.36
13	78700	161411015000	\$ 96.36
14	78700	161411016000	\$ 78.88
15	78700	161411017000	\$ 96.36
16	78700	161411021000	\$ 78.88
17	78700	161411022000	\$ 78.88
<b>Parcel Count: 17</b>		<b>Total CSA No. 58:</b>	<b>\$ 1,415.14</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 62  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 62-Rancho Del Monte No. 14 (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025 by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79000 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	79000	189561001000	\$ 94.32
2	79000	189561002000	\$ 94.32
3	79000	189561003000	\$ 94.32
4	79000	189561004000	\$ 94.32
5	79000	189561005000	\$ 94.32
6	79000	189561006000	\$ 94.32
7	79000	189561007000	\$ 94.32
8	79000	189561008000	\$ 94.32
9	79000	189561009000	\$ 94.32
10	79000	189561010000	\$ 94.32
11	79000	189561011000	\$ 94.32
12	79000	189561012000	\$ 94.32
13	79000	189561013000	\$ 94.32
14	79000	189561014000	\$ 94.32
15	79000	189561017000	\$ 94.32
16	79000	189561018000	\$ 94.32
17	79000	189561019000	\$ 94.32
18	79000	189561020000	\$ 94.32
19	79000	189561021000	\$ 94.32
20	79000	189561022000	\$ 94.32
21	79000	189561029000	\$ 23.58
22	79000	189561033000	\$ 94.32
23	79000	189561034000	\$ 94.32
24	79000	189562001000	\$ 94.32
25	79000	189562002000	\$ 94.32
26	79000	189562003000	\$ 94.32
27	79000	189562004000	\$ 47.16
28	79000	189562005000	\$ 94.32
29	79000	189562006000	\$ 94.32
30	79000	189562007000	\$ 94.32
<b>Parcel Count: 30</b>		<b>Total CSA No. 62</b>	<b>\$ 2,711.70</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 66  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,        )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 66-Oak Tree Views (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1,” regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1,” the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12th day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79400 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	79400	259121001000	\$ 629.62
2	79400	259121002000	\$ 629.62
3	79400	259121003000	\$ 629.62
4	79400	259121011000	\$ 629.62
5	79400	259121012000	\$ 629.62
6	79400	259121014000	\$ 629.62
7	79400	259121015000	\$ 629.62
8	79400	259121016000	\$ 629.62
9	79400	259121017000	\$ 629.62
10	79400	259121018000	\$ 629.62
11	79400	259121019000	\$ 629.62
12	79400	259121020000	\$ 629.62
13	79400	259121021000	\$ 629.62
14	79400	259121022000	\$ 629.62
15	79400	259121023000	\$ 629.62
16	79400	259121024000	\$ 629.62
17	79400	259121025000	\$ 629.62
18	79400	259121026000	\$ 629.62
19	79400	259121027000	\$ 629.62
20	79400	259121028000	\$ 629.62
21	79400	259121029000	\$ 629.62
22	79400	259121030000	\$ 629.62
23	79400	259121031000	\$ 629.62
24	79400	259121032000	\$ 629.62
25	79400	259121033000	\$ 629.62
26	79400	259121034000	\$ 629.62
27	79400	259121035000	\$ 629.62
28	79400	259121036000	\$ 629.62
29	79400	259121039000	\$ 629.62
30	79400	259121040000	\$ 629.62
31	79400	259121041000	\$ 629.62
32	79400	259121042000	\$ 629.62
33	79400	259121044000	\$ 629.62
34	79400	259121045000	\$ 629.62
35	79400	259121046000	\$ 629.62
36	79400	259121047000	\$ 629.62
37	79400	259121048000	\$ 629.62
38	79400	259121049000	\$ 629.62
39	79400	259121050000	\$ 629.62
40	79400	259121051000	\$ 629.62
41	79400	259121052000	\$ 629.62
42	79400	259121053000	\$ 629.62
<b>Parcel Count: 42</b>		<b>Total CSA No. 66:</b>	<b>\$ 26,444.04</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 68  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,        )  
and property-related fees and charges.                                        )

WHEREAS, the County Service Area 68-Vierra Canyon Knolls (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	79600	125133042000	\$ 16.12
2	79600	125151005000	\$ 32.24
3	79600	125151006000	\$ 8.06
4	79600	125151007000	\$ 32.24
5	79600	125151008000	\$ 32.24
6	79600	125151014000	\$ 32.24
7	79600	125151015000	\$ 32.24
8	79600	125151016000	\$ 32.24
9	79600	125151017000	\$ 32.24
10	79600	125151018000	\$ 32.24
11	79600	125151019000	\$ 32.24
12	79600	125151020000	\$ 16.12
13	79600	125151021000	\$ 32.24
14	79600	125151022000	\$ 32.24
15	79600	125151023000	\$ 32.24
16	79600	125151024000	\$ 16.12
17	79600	125151025000	\$ 32.24
18	79600	125151026000	\$ 32.24
19	79600	125151028000	\$ 32.24
20	79600	125151029000	\$ 32.24
21	79600	125151030000	\$ 32.24
22	79600	125151031000	\$ 32.24
23	79600	125151032000	\$ 32.24
24	79600	125151033000	\$ 32.24
25	79600	125151034000	\$ 32.24
26	79600	125151035000	\$ 32.24
27	79600	125151036000	\$ 32.24
28	79600	125151037000	\$ 32.24
29	79600	125151038000	\$ 32.24
30	79600	125151039000	\$ 32.24
31	79600	125151040000	\$ 32.24
32	79600	125151041000	\$ 32.24
33	79600	125151042000	\$ 32.24
34	79600	125151046000	\$ 32.24
35	79600	125151047000	\$ 32.24
36	79600	125151048000	\$ 32.24
37	79600	125151049000	\$ 32.24
38	79600	125151050000	\$ 32.24
39	79600	125151051000	\$ 16.12
40	79600	125182001000	\$ 16.12
41	79600	125182002000	\$ 32.24
42	79600	125182003000	\$ 32.24
43	79600	125182004000	\$ 32.24

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79600 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
44	79600	125182005000	\$ 32.24
45	79600	125182006000	\$ 16.12
46	79600	125182007000	\$ 32.24
47	79600	125182008000	\$ 32.24
48	79600	125182009000	\$ 16.12
49	79600	125182010000	\$ 16.12
50	79600	125182011000	\$ 32.24
51	79600	125182012000	\$ 16.12
52	79600	125182013000	\$ 32.24
53	79600	125182014000	\$ 32.24
54	79600	125182015000	\$ 16.12
55	79600	125182016000	\$ 32.24
56	79600	125182020000	\$ 32.24
57	79600	125182021000	\$ 32.24
58	79600	125182022000	\$ 32.24
59	79600	125182023000	\$ 32.24
60	79600	125182025000	\$ 16.12
61	79600	125182026000	\$ 32.24
62	79600	125273027000	\$ 16.12
63	79600	125273028000	\$ 32.24
64	79600	125273029000	\$ 32.24
65	79600	125273030000	\$ 32.24
66	79600	125273031000	\$ 32.24
67	79600	125273032000	\$ 16.12
68	79600	125273033000	\$ 16.12
69	79600	125273034000	\$ 32.24
70	79600	125273035000	\$ 32.24
71	79600	125273036000	\$ 32.24
72	79600	125273037000	\$ 32.24
73	79600	125273038000	\$ 32.24
<b>Parcel Count: 73</b>		<b>Total CSA No. 68:</b>	<b>\$ 2,103.66</b>



**Before the Board of Supervisors Acting on behalf of County Service Area No. 72  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 72-Las Palmas Ranch (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	79800	139012057000	\$ 234.24
2	79800	139013009000	\$ 25.62
3	79800	139013010000	\$ 51.24
4	79800	139013011000	\$ 18.30
5	79800	139013030000	\$ 47.58
6	79800	139211024000	\$ 7.32
7	79800	139211035000	\$ 54.90
8	79800	139221007000	\$ 3.66
9	79800	139221008000	\$ 3.66
10	79800	139221009000	\$ 3.66
11	79800	139221010000	\$ 3.66
12	79800	139221011000	\$ 3.66
13	79800	139221012000	\$ 3.66
14	79800	139221013000	\$ 3.66
15	79800	139221014000	\$ 3.66
16	79800	139221015000	\$ 3.66
17	79800	139221016000	\$ 3.66
18	79800	139221017000	\$ 3.66
19	79800	139221018000	\$ 3.66
20	79800	139221019000	\$ 3.66
21	79800	139221020000	\$ 3.66
22	79800	139221021000	\$ 3.66
23	79800	139221022000	\$ 3.66
24	79800	139221023000	\$ 3.66
25	79800	139221024000	\$ 10.98
26	79800	139221025000	\$ 10.98
27	79800	139221026000	\$ 7.32
28	79800	139221037000	\$ 3.66
29	79800	139221038000	\$ 3.66
30	79800	139221039000	\$ 3.66
31	79800	139221040000	\$ 3.66
32	79800	139221041000	\$ 3.66
33	79800	139221043000	\$ 3.66
34	79800	139231001000	\$ 3.66
35	79800	139231002000	\$ 3.66
36	79800	139231003000	\$ 3.66
37	79800	139231004000	\$ 3.66
38	79800	139231005000	\$ 3.66
39	79800	139231006000	\$ 3.66
40	79800	139231007000	\$ 3.66
41	79800	139231008000	\$ 3.66
42	79800	139231009000	\$ 3.66
43	79800	139231010000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
44	79800	139231011000	\$ 3.66
45	79800	139231012000	\$ 3.66
46	79800	139231013000	\$ 3.66
47	79800	139231017000	\$ 3.66
48	79800	139231018000	\$ 3.66
49	79800	139231019000	\$ 3.66
50	79800	139231020000	\$ 3.66
51	79800	139231021000	\$ 3.66
52	79800	139231022000	\$ 3.66
53	79800	139231023000	\$ 3.66
54	79800	139231024000	\$ 3.66
55	79800	139231025000	\$ 3.66
56	79800	139231026000	\$ 3.66
57	79800	139231033000	\$ 3.66
58	79800	139231034000	\$ 3.66
59	79800	139231035000	\$ 3.66
60	79800	139231036000	\$ 3.66
61	79800	139231037000	\$ 3.66
62	79800	139231038000	\$ 3.66
63	79800	139231039000	\$ 3.66
64	79800	139231040000	\$ 3.66
65	79800	139231041000	\$ 3.66
66	79800	139231042000	\$ 3.66
67	79800	139231043000	\$ 3.66
68	79800	139231044000	\$ 3.66
69	79800	139231045000	\$ 3.66
70	79800	139231046000	\$ 3.66
71	79800	139231047000	\$ 3.66
72	79800	139231048000	\$ 3.66
73	79800	139231049000	\$ 3.66
74	79800	139231050000	\$ 3.66
75	79800	139231051000	\$ 3.66
76	79800	139231052000	\$ 3.66
77	79800	139231053000	\$ 3.66
78	79800	139231057000	\$ 3.66
79	79800	139231058000	\$ 3.66
80	79800	139231059000	\$ 3.66
81	79800	139231060000	\$ 3.66
82	79800	139231061000	\$ 3.66
83	79800	139231062000	\$ 3.66
84	79800	139241001000	\$ 3.66
85	79800	139241002000	\$ 3.66
86	79800	139241003000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
87	79800	139241004000	\$ 3.66
88	79800	139241005000	\$ 3.66
89	79800	139241006000	\$ 3.66
90	79800	139241007000	\$ 3.66
91	79800	139241008000	\$ 3.66
92	79800	139241009000	\$ 3.66
93	79800	139241010000	\$ 3.66
94	79800	139241011000	\$ 3.66
95	79800	139241012000	\$ 3.66
96	79800	139241013000	\$ 3.66
97	79800	139241014000	\$ 3.66
98	79800	139241015000	\$ 3.66
99	79800	139241016000	\$ 3.66
100	79800	139241017000	\$ 3.66
101	79800	139241018000	\$ 3.66
102	79800	139241019000	\$ 3.66
103	79800	139241020000	\$ 3.66
104	79800	139241021000	\$ 3.66
105	79800	139241022000	\$ 3.66
106	79800	139241023000	\$ 3.66
107	79800	139241024000	\$ 3.66
108	79800	139241033000	\$ 3.66
109	79800	139241034000	\$ 3.66
110	79800	139241035000	\$ 3.66
111	79800	139241036000	\$ 3.66
112	79800	139241037000	\$ 3.66
113	79800	139241038000	\$ 3.66
114	79800	139241039000	\$ 3.66
115	79800	139251006000	\$ 3.66
116	79800	139251007000	\$ 3.66
117	79800	139251008000	\$ 3.66
118	79800	139251009000	\$ 3.66
119	79800	139251010000	\$ 3.66
120	79800	139251011000	\$ 3.66
121	79800	139251012000	\$ 3.66
122	79800	139251013000	\$ 3.66
123	79800	139251014000	\$ 3.66
124	79800	139251015000	\$ 3.66
125	79800	139251016000	\$ 3.66
126	79800	139251017000	\$ 3.66
127	79800	139251018000	\$ 3.66
128	79800	139251019000	\$ 3.66
129	79800	139251020000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
130	79800	139251021000	\$ 3.66
131	79800	139251022000	\$ 3.66
132	79800	139251023000	\$ 3.66
133	79800	139251024000	\$ 3.66
134	79800	139251025000	\$ 3.66
135	79800	139251026000	\$ 3.66
136	79800	139251027000	\$ 3.66
137	79800	139251028000	\$ 3.66
138	79800	139251029000	\$ 3.66
139	79800	139251030000	\$ 3.66
140	79800	139251031000	\$ 3.66
141	79800	139251032000	\$ 3.66
142	79800	139251033000	\$ 3.66
143	79800	139251034000	\$ 3.66
144	79800	139251035000	\$ 3.66
145	79800	139251036000	\$ 3.66
146	79800	139251037000	\$ 3.66
147	79800	139251038000	\$ 3.66
148	79800	139251039000	\$ 3.66
149	79800	139251040000	\$ 3.66
150	79800	139251041000	\$ 3.66
151	79800	139251042000	\$ 3.66
152	79800	139251043000	\$ 3.66
153	79800	139251044000	\$ 3.66
154	79800	139251045000	\$ 3.66
155	79800	139251046000	\$ 3.66
156	79800	139251047000	\$ 3.66
157	79800	139251048000	\$ 3.66
158	79800	139251049000	\$ 3.66
159	79800	139251050000	\$ 3.66
160	79800	139251051000	\$ 3.66
161	79800	139251055000	\$ 3.66
162	79800	139251071000	\$ 3.66
163	79800	139251072000	\$ 3.66
164	79800	139251073000	\$ 3.66
165	79800	139251077000	\$ 3.66
166	79800	139251079000	\$ 3.66
167	79800	139251080000	\$ 3.66
168	79800	139251081000	\$ 3.66
169	79800	139251082000	\$ 3.66
170	79800	139251083000	\$ 3.66
171	79800	139251086000	\$ 3.66
172	79800	139251087000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
173	79800	139251088000	\$ 3.66
174	79800	139261001000	\$ 3.66
175	79800	139261002000	\$ 3.66
176	79800	139261003000	\$ 3.66
177	79800	139261004000	\$ 3.66
178	79800	139261005000	\$ 3.66
179	79800	139261006000	\$ 3.66
180	79800	139261007000	\$ 3.66
181	79800	139261008000	\$ 3.66
182	79800	139261009000	\$ 3.66
183	79800	139261010000	\$ 3.66
184	79800	139261011000	\$ 3.66
185	79800	139261020000	\$ 3.66
186	79800	139261021000	\$ 3.66
187	79800	139261023000	\$ 3.66
188	79800	139261024000	\$ 3.66
189	79800	139261025000	\$ 3.66
190	79800	139261026000	\$ 3.66
191	79800	139261027000	\$ 3.66
192	79800	139261028000	\$ 3.66
193	79800	139261029000	\$ 3.66
194	79800	139261030000	\$ 3.66
195	79800	139261031000	\$ 3.66
196	79800	139261032000	\$ 3.66
197	79800	139261033000	\$ 3.66
198	79800	139261034000	\$ 3.66
199	79800	139261035000	\$ 3.66
200	79800	139261036000	\$ 3.66
201	79800	139261037000	\$ 3.66
202	79800	139261038000	\$ 3.66
203	79800	139261039000	\$ 3.66
204	79800	139261040000	\$ 3.66
205	79800	139261041000	\$ 3.66
206	79800	139261042000	\$ 3.66
207	79800	139261043000	\$ 3.66
208	79800	139261044000	\$ 3.66
209	79800	139261045000	\$ 3.66
210	79800	139261046000	\$ 3.66
211	79800	139261047000	\$ 3.66
212	79800	139261048000	\$ 3.66
213	79800	139261049000	\$ 3.66
214	79800	139271001000	\$ 3.66
215	79800	139271002000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
216	79800	139271003000	\$ 3.66
217	79800	139271004000	\$ 3.66
218	79800	139271005000	\$ 3.66
219	79800	139271006000	\$ 3.66
220	79800	139271007000	\$ 3.66
221	79800	139271008000	\$ 3.66
222	79800	139271009000	\$ 3.66
223	79800	139271010000	\$ 3.66
224	79800	139271011000	\$ 3.66
225	79800	139271012000	\$ 3.66
226	79800	139271013000	\$ 3.66
227	79800	139271014000	\$ 3.66
228	79800	139271015000	\$ 3.66
229	79800	139271016000	\$ 3.66
230	79800	139271017000	\$ 3.66
231	79800	139271020000	\$ 3.66
232	79800	139271021000	\$ 3.66
233	79800	139271022000	\$ 3.66
234	79800	139271023000	\$ 3.66
235	79800	139271024000	\$ 3.66
236	79800	139271025000	\$ 3.66
237	79800	139271026000	\$ 3.66
238	79800	139271027000	\$ 3.66
239	79800	139271028000	\$ 3.66
240	79800	139271029000	\$ 3.66
241	79800	139271030000	\$ 3.66
242	79800	139271031000	\$ 3.66
243	79800	139271032000	\$ 3.66
244	79800	139271033000	\$ 3.66
245	79800	139271034000	\$ 3.66
246	79800	139271035000	\$ 3.66
247	79800	139271036000	\$ 3.66
248	79800	139271037000	\$ 3.66
249	79800	139271038000	\$ 3.66
250	79800	139271039000	\$ 3.66
251	79800	139271040000	\$ 3.66
252	79800	139271041000	\$ 3.66
253	79800	139271042000	\$ 3.66
254	79800	139271043000	\$ 3.66
255	79800	139271044000	\$ 3.66
256	79800	139271045000	\$ 3.66
257	79800	139271046000	\$ 3.66
258	79800	139271047000	\$ 3.66



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
259	79800	139271048000	\$ 3.66
260	79800	139271049000	\$ 3.66
261	79800	139271050000	\$ 3.66
262	79800	139271051000	\$ 3.66
263	79800	139271053000	\$ 3.66
264	79800	139271054000	\$ 3.66
265	79800	139271055000	\$ 3.66
266	79800	139271056000	\$ 3.66
267	79800	139271057000	\$ 3.66
268	79800	139271058000	\$ 3.66
269	79800	139271059000	\$ 3.66
270	79800	139271060000	\$ 3.66
271	79800	139271061000	\$ 3.66
272	79800	139271063000	\$ 3.66
273	79800	139271064000	\$ 3.66
274	79800	139271065000	\$ 3.66
275	79800	139281001000	\$ 3.66
276	79800	139281002000	\$ 3.66
277	79800	139281003000	\$ 3.66
278	79800	139281004000	\$ 3.66
279	79800	139281005000	\$ 3.66
280	79800	139281006000	\$ 3.66
281	79800	139281007000	\$ 3.66
282	79800	139281008000	\$ 3.66
283	79800	139281009000	\$ 3.66
284	79800	139281010000	\$ 3.66
285	79800	139281011000	\$ 3.66
286	79800	139281012000	\$ 3.66
287	79800	139281013000	\$ 3.66
288	79800	139281014000	\$ 3.66
289	79800	139281015000	\$ 3.66
290	79800	139281016000	\$ 3.66
291	79800	139281017000	\$ 3.66
292	79800	139281018000	\$ 3.66
293	79800	139281019000	\$ 3.66
294	79800	139281020000	\$ 3.66
295	79800	139281021000	\$ 3.66
296	79800	139281030000	\$ 3.66
297	79800	139281031000	\$ 3.66
298	79800	139281032000	\$ 3.66
299	79800	139281033000	\$ 3.66
300	79800	139281034000	\$ 3.66
301	79800	139281035000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
302	79800	139281036000	\$ 3.66
303	79800	139281037000	\$ 3.66
304	79800	139281038000	\$ 3.66
305	79800	139281039000	\$ 3.66
306	79800	139281040000	\$ 3.66
307	79800	139281041000	\$ 3.66
308	79800	139281042000	\$ 3.66
309	79800	139281043000	\$ 3.66
310	79800	139281044000	\$ 3.66
311	79800	139281045000	\$ 3.66
312	79800	139281046000	\$ 3.66
313	79800	139281047000	\$ 3.66
314	79800	139281048000	\$ 3.66
315	79800	139281049000	\$ 3.66
316	79800	139281050000	\$ 3.66
317	79800	139281051000	\$ 3.66
318	79800	139281052000	\$ 3.66
319	79800	139281054000	\$ 3.66
320	79800	139281055000	\$ 3.66
321	79800	139281056000	\$ 3.66
322	79800	139281057000	\$ 3.66
323	79800	139281058000	\$ 3.66
324	79800	139281059000	\$ 3.66
325	79800	139281060000	\$ 3.66
326	79800	139281074000	\$ 3.66
327	79800	139281075000	\$ 3.66
328	79800	139281076000	\$ 3.66
329	79800	139281077000	\$ 3.66
330	79800	139281078000	\$ 3.66
331	79800	139281079000	\$ 3.66
332	79800	139281080000	\$ 3.66
333	79800	139281081000	\$ 3.66
334	79800	139281082000	\$ 3.66
335	79800	139291001000	\$ 14.64
336	79800	139291002000	\$ 18.30
337	79800	139291003000	\$ 10.98
338	79800	139291004000	\$ 10.98
339	79800	139291005000	\$ 7.32
340	79800	139311001000	\$ 3.66
341	79800	139311002000	\$ 3.66
342	79800	139311003000	\$ 3.66
343	79800	139311004000	\$ 3.66
344	79800	139311005000	\$ 3.66

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
345	79800	139311006000	\$ 3.66
346	79800	139311007000	\$ 3.66
347	79800	139311008000	\$ 3.66
348	79800	139311009000	\$ 3.66
349	79800	139311010000	\$ 3.66
350	79800	139311011000	\$ 3.66
351	79800	139311012000	\$ 3.66
352	79800	139311013000	\$ 3.66
353	79800	139311014000	\$ 3.66
354	79800	139311015000	\$ 3.66
355	79800	139311016000	\$ 3.66
356	79800	139311017000	\$ 3.66
357	79800	139311018000	\$ 3.66
358	79800	139311019000	\$ 3.66
359	79800	139311020000	\$ 3.66
360	79800	139311021000	\$ 3.66
361	79800	139311022000	\$ 3.66
362	79800	139311023000	\$ 3.66
363	79800	139311024000	\$ 3.66
364	79800	139311027000	\$ 3.66
365	79800	139311028000	\$ 3.66
366	79800	139311029000	\$ 3.66
367	79800	139311030000	\$ 3.66
368	79800	139311031000	\$ 3.66
369	79800	139311032000	\$ 3.66
370	79800	139311033000	\$ 3.66
371	79800	139311034000	\$ 3.66
372	79800	139311035000	\$ 3.66
373	79800	139311036000	\$ 3.66
374	79800	139311037000	\$ 3.66
375	79800	139311038000	\$ 3.66
376	79800	139311039000	\$ 3.66
377	79800	139311040000	\$ 3.66
378	79800	139311041000	\$ 3.66
379	79800	139311042000	\$ 3.66
380	79800	139311058000	\$ 3.66
381	79800	139311059000	\$ 3.66
382	79800	139321001000	\$ 3.66
383	79800	139321002000	\$ 3.66
384	79800	139321003000	\$ 3.66
385	79800	139321004000	\$ 3.66
386	79800	139321005000	\$ 3.66
387	79800	139321006000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
388	79800	139321007000	\$ 3.66
389	79800	139321008000	\$ 3.66
390	79800	139321009000	\$ 3.66
391	79800	139321010000	\$ 3.66
392	79800	139321011000	\$ 3.66
393	79800	139321012000	\$ 3.66
394	79800	139321016000	\$ 29.28
395	79800	139321017000	\$ 25.62
396	79800	139331001000	\$ 3.66
397	79800	139331002000	\$ 3.66
398	79800	139331003000	\$ 3.66
399	79800	139331004000	\$ 3.66
400	79800	139331005000	\$ 3.66
401	79800	139331006000	\$ 3.66
402	79800	139331007000	\$ 3.66
403	79800	139331008000	\$ 3.66
404	79800	139331009000	\$ 3.66
405	79800	139331010000	\$ 3.66
406	79800	139331011000	\$ 3.66
407	79800	139331012000	\$ 3.66
408	79800	139331013000	\$ 3.66
409	79800	139331014000	\$ 3.66
410	79800	139331015000	\$ 3.66
411	79800	139331016000	\$ 3.66
412	79800	139331017000	\$ 3.66
413	79800	139331018000	\$ 3.66
414	79800	139341001000	\$ 3.66
415	79800	139341002000	\$ 3.66
416	79800	139341003000	\$ 3.66
417	79800	139341004000	\$ 3.66
418	79800	139341005000	\$ 3.66
419	79800	139341006000	\$ 3.66
420	79800	139341007000	\$ 3.66
421	79800	139341008000	\$ 3.66
422	79800	139341009000	\$ 3.66
423	79800	139341010000	\$ 3.66
424	79800	139341011000	\$ 3.66
425	79800	139341012000	\$ 3.66
426	79800	139341013000	\$ 3.66
427	79800	139341014000	\$ 3.66
428	79800	139341015000	\$ 3.66
429	79800	139341016000	\$ 3.66
430	79800	139341017000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
431	79800	139341018000	\$ 3.66
432	79800	139341019000	\$ 3.66
433	79800	139341020000	\$ 3.66
434	79800	139341021000	\$ 3.66
435	79800	139341022000	\$ 3.66
436	79800	139341023000	\$ 3.66
437	79800	139341024000	\$ 3.66
438	79800	139341025000	\$ 3.66
439	79800	139341026000	\$ 3.66
440	79800	139341027000	\$ 3.66
441	79800	139341028000	\$ 3.66
442	79800	139341029000	\$ 3.66
443	79800	139341030000	\$ 3.66
444	79800	139341031000	\$ 3.66
445	79800	139341032000	\$ 3.66
446	79800	139341033000	\$ 3.66
447	79800	139341034000	\$ 3.66
448	79800	139341035000	\$ 3.66
449	79800	139341036000	\$ 3.66
450	79800	139341037000	\$ 3.66
451	79800	139341038000	\$ 3.66
452	79800	139341039000	\$ 3.66
453	79800	139341040000	\$ 3.66
454	79800	139341041000	\$ 3.66
455	79800	139341042000	\$ 3.66
456	79800	139341043000	\$ 3.66
457	79800	139341044000	\$ 3.66
458	79800	139341045000	\$ 3.66
459	79800	139341047000	\$ 14.64
460	79800	139351001000	\$ 3.66
461	79800	139351002000	\$ 3.66
462	79800	139351003000	\$ 3.66
463	79800	139351004000	\$ 3.66
464	79800	139351005000	\$ 3.66
465	79800	139351006000	\$ 3.66
466	79800	139351007000	\$ 3.66
467	79800	139351008000	\$ 3.66
468	79800	139351009000	\$ 3.66
469	79800	139351010000	\$ 3.66
470	79800	139351011000	\$ 3.66
471	79800	139351012000	\$ 3.66
472	79800	139351013000	\$ 3.66
473	79800	139351014000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
474	79800	139351015000	\$ 3.66
475	79800	139351016000	\$ 3.66
476	79800	139351017000	\$ 3.66
477	79800	139351018000	\$ 3.66
478	79800	139351019000	\$ 3.66
479	79800	139351020000	\$ 3.66
480	79800	139351021000	\$ 3.66
481	79800	139351022000	\$ 3.66
482	79800	139351023000	\$ 3.66
483	79800	139351024000	\$ 3.66
484	79800	139351025000	\$ 3.66
485	79800	139351026000	\$ 3.66
486	79800	139351027000	\$ 3.66
487	79800	139351028000	\$ 3.66
488	79800	139351029000	\$ 3.66
489	79800	139351030000	\$ 3.66
490	79800	139351031000	\$ 3.66
491	79800	139351032000	\$ 3.66
492	79800	139351033000	\$ 3.66
493	79800	139351034000	\$ 3.66
494	79800	139351035000	\$ 3.66
495	79800	139351036000	\$ 3.66
496	79800	139351037000	\$ 3.66
497	79800	139351038000	\$ 3.66
498	79800	139351039000	\$ 3.66
499	79800	139351040000	\$ 3.66
500	79800	139351041000	\$ 3.66
501	79800	139351042000	\$ 3.66
502	79800	139351043000	\$ 3.66
503	79800	139361001000	\$ 3.66
504	79800	139361002000	\$ 3.66
505	79800	139361003000	\$ 3.66
506	79800	139361004000	\$ 3.66
507	79800	139361005000	\$ 3.66
508	79800	139361006000	\$ 3.66
509	79800	139361007000	\$ 3.66
510	79800	139361008000	\$ 3.66
511	79800	139361009000	\$ 3.66
512	79800	139361010000	\$ 3.66
513	79800	139361011000	\$ 3.66
514	79800	139361012000	\$ 3.66
515	79800	139361013000	\$ 3.66
516	79800	139361014000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
517	79800	139361015000	\$ 3.66
518	79800	139361016000	\$ 3.66
519	79800	139361017000	\$ 3.66
520	79800	139361018000	\$ 3.66
521	79800	139361019000	\$ 3.66
522	79800	139361020000	\$ 3.66
523	79800	139361021000	\$ 3.66
524	79800	139361030000	\$ 3.66
525	79800	139361031000	\$ 3.66
526	79800	139361032000	\$ 3.66
527	79800	139361048000	\$ 3.66
528	79800	139361049000	\$ 3.66
529	79800	139361050000	\$ 3.66
530	79800	139361051000	\$ 3.66
531	79800	139361052000	\$ 3.66
532	79800	139361053000	\$ 3.66
533	79800	139361054000	\$ 3.66
534	79800	139361055000	\$ 3.66
535	79800	139371001000	\$ 3.66
536	79800	139371002000	\$ 3.66
537	79800	139371003000	\$ 3.66
538	79800	139371004000	\$ 3.66
539	79800	139371005000	\$ 3.66
540	79800	139371006000	\$ 3.66
541	79800	139371007000	\$ 3.66
542	79800	139371008000	\$ 3.66
543	79800	139371009000	\$ 3.66
544	79800	139371010000	\$ 3.66
545	79800	139371011000	\$ 3.66
546	79800	139371012000	\$ 3.66
547	79800	139371013000	\$ 3.66
548	79800	139371014000	\$ 3.66
549	79800	139371015000	\$ 3.66
550	79800	139371016000	\$ 3.66
551	79800	139371017000	\$ 3.66
552	79800	139371018000	\$ 3.66
553	79800	139371019000	\$ 3.66
554	79800	139371020000	\$ 3.66
555	79800	139371021000	\$ 3.66
556	79800	139371022000	\$ 3.66
557	79800	139371023000	\$ 3.66
558	79800	139371024000	\$ 3.66
559	79800	139371025000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
560	79800	139381001000	\$ 3.66
561	79800	139381002000	\$ 3.66
562	79800	139381003000	\$ 3.66
563	79800	139381004000	\$ 3.66
564	79800	139381005000	\$ 3.66
565	79800	139381006000	\$ 3.66
566	79800	139381007000	\$ 3.66
567	79800	139381008000	\$ 3.66
568	79800	139381009000	\$ 3.66
569	79800	139381010000	\$ 3.66
570	79800	139381011000	\$ 3.66
571	79800	139381012000	\$ 3.66
572	79800	139381013000	\$ 3.66
573	79800	139381014000	\$ 3.66
574	79800	139381015000	\$ 3.66
575	79800	139381016000	\$ 3.66
576	79800	139381017000	\$ 3.66
577	79800	139381018000	\$ 3.66
578	79800	139381019000	\$ 3.66
579	79800	139381020000	\$ 3.66
580	79800	139381021000	\$ 3.66
581	79800	139381022000	\$ 3.66
582	79800	139381023000	\$ 3.66
583	79800	139381024000	\$ 3.66
584	79800	139381025000	\$ 3.66
585	79800	139381026000	\$ 3.66
586	79800	139381027000	\$ 3.66
587	79800	139381028000	\$ 3.66
588	79800	139381029000	\$ 3.66
589	79800	139381030000	\$ 3.66
590	79800	139381031000	\$ 3.66
591	79800	139381032000	\$ 3.66
592	79800	139381033000	\$ 3.66
593	79800	139381034000	\$ 3.66
594	79800	139381035000	\$ 3.66
595	79800	139381036000	\$ 3.66
596	79800	139381037000	\$ 3.66
597	79800	139381038000	\$ 3.66
598	79800	139381039000	\$ 3.66
599	79800	139381040000	\$ 3.66
600	79800	139381041000	\$ 3.66
601	79800	139381042000	\$ 3.66
602	79800	139381043000	\$ 3.66



## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
603	79800	139381044000	\$ 3.66
604	79800	139381045000	\$ 3.66
605	79800	139381046000	\$ 3.66
606	79800	139381047000	\$ 3.66
607	79800	139381048000	\$ 3.66
608	79800	139381049000	\$ 3.66
609	79800	139381050000	\$ 3.66
610	79800	139381051000	\$ 3.66
611	79800	139381052000	\$ 3.66
612	79800	139381053000	\$ 3.66
613	79800	139381054000	\$ 3.66
614	79800	139381055000	\$ 3.66
615	79800	139381056000	\$ 3.66
616	79800	139381057000	\$ 3.66
617	79800	139381058000	\$ 3.66
618	79800	139381059000	\$ 3.66
619	79800	139381060000	\$ 3.66
620	79800	139381061000	\$ 3.66
621	79800	139381062000	\$ 3.66
622	79800	139381063000	\$ 3.66
623	79800	139381064000	\$ 3.66
624	79800	139381065000	\$ 3.66
625	79800	139381066000	\$ 3.66
626	79800	139381067000	\$ 3.66
627	79800	139381068000	\$ 3.66
628	79800	139381069000	\$ 3.66
629	79800	139381070000	\$ 3.66
630	79800	139381071000	\$ 3.66
631	79800	139381072000	\$ 3.66
632	79800	139381073000	\$ 3.66
633	79800	139381074000	\$ 3.66
634	79800	139391001000	\$ 3.66
635	79800	139391002000	\$ 3.66
636	79800	139391003000	\$ 3.66
637	79800	139391004000	\$ 3.66
638	79800	139391005000	\$ 3.66
639	79800	139391006000	\$ 3.66
640	79800	139391007000	\$ 3.66
641	79800	139391008000	\$ 3.66
642	79800	139391009000	\$ 3.66
643	79800	139391010000	\$ 3.66
644	79800	139391011000	\$ 3.66
645	79800	139391012000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
646	79800	139391013000	\$ 3.66
647	79800	139391014000	\$ 3.66
648	79800	139391015000	\$ 3.66
649	79800	139391016000	\$ 3.66
650	79800	139391017000	\$ 3.66
651	79800	139391018000	\$ 3.66
652	79800	139391019000	\$ 3.66
653	79800	139391020000	\$ 3.66
654	79800	139391021000	\$ 3.66
655	79800	139391022000	\$ 3.66
656	79800	139391023000	\$ 3.66
657	79800	139391024000	\$ 3.66
658	79800	139391025000	\$ 3.66
659	79800	139391026000	\$ 3.66
660	79800	139391027000	\$ 3.66
661	79800	139391028000	\$ 3.66
662	79800	139391029000	\$ 3.66
663	79800	139391030000	\$ 3.66
664	79800	139391031000	\$ 3.66
665	79800	139391032000	\$ 3.66
666	79800	139391035000	\$ 3.66
667	79800	139391036000	\$ 3.66
668	79800	139391037000	\$ 3.66
669	79800	139391038000	\$ 3.66
670	79800	139391039000	\$ 3.66
671	79800	139391052000	\$ 3.66
672	79800	139391053000	\$ 3.66
673	79800	139392001000	\$ 3.66
674	79800	139392002000	\$ 3.66
675	79800	139392003000	\$ 3.66
676	79800	139392004000	\$ 3.66
677	79800	139392005000	\$ 3.66
678	79800	139392006000	\$ 3.66
679	79800	139392007000	\$ 3.66
680	79800	139392008000	\$ 3.66
681	79800	139392009000	\$ 3.66
682	79800	139392010000	\$ 3.66
683	79800	139392011000	\$ 3.66
684	79800	139392012000	\$ 3.66
685	79800	139392013000	\$ 3.66
686	79800	139392014000	\$ 3.66
687	79800	139392017000	\$ 3.66
688	79800	139392018000	\$ 3.66

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
689	79800	139392019000	\$ 3.66
690	79800	139392020000	\$ 3.66
691	79800	139392021000	\$ 3.66
692	79800	139392030000	\$ 3.66
693	79800	139392031000	\$ 3.66
694	79800	139401001000	\$ 3.66
695	79800	139401002000	\$ 3.66
696	79800	139401003000	\$ 3.66
697	79800	139401004000	\$ 3.66
698	79800	139401007000	\$ 3.66
699	79800	139401008000	\$ 3.66
700	79800	139401009000	\$ 3.66
701	79800	139401010000	\$ 3.66
702	79800	139401011000	\$ 3.66
703	79800	139401012000	\$ 3.66
704	79800	139401013000	\$ 3.66
705	79800	139401014000	\$ 3.66
706	79800	139401015000	\$ 3.66
707	79800	139401016000	\$ 3.66
708	79800	139401017000	\$ 3.66
709	79800	139401018000	\$ 3.66
710	79800	139401019000	\$ 3.66
711	79800	139401020000	\$ 3.66
712	79800	139401021000	\$ 3.66
713	79800	139401022000	\$ 3.66
714	79800	139401023000	\$ 3.66
715	79800	139401024000	\$ 3.66
716	79800	139401025000	\$ 3.66
717	79800	139401026000	\$ 3.66
718	79800	139401027000	\$ 3.66
719	79800	139401028000	\$ 3.66
720	79800	139401029000	\$ 3.66
721	79800	139401035000	\$ 3.66
722	79800	139401036000	\$ 3.66
723	79800	139411001000	\$ 3.66
724	79800	139411002000	\$ 3.66
725	79800	139411003000	\$ 3.66
726	79800	139411004000	\$ 3.66
727	79800	139411005000	\$ 3.66
728	79800	139411006000	\$ 3.66
729	79800	139411007000	\$ 3.66
730	79800	139411008000	\$ 3.66
731	79800	139411009000	\$ 3.66

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
732	79800	139411010000	\$ 3.66
733	79800	139411011000	\$ 3.66
734	79800	139411012000	\$ 3.66
735	79800	139411013000	\$ 3.66
736	79800	139411014000	\$ 3.66
737	79800	139411015000	\$ 3.66
738	79800	139411016000	\$ 3.66
739	79800	139411017000	\$ 3.66
740	79800	139411018000	\$ 3.66
741	79800	139411019000	\$ 3.66
742	79800	139411020000	\$ 3.66
743	79800	139411021000	\$ 3.66
744	79800	139411022000	\$ 3.66
745	79800	139411023000	\$ 3.66
746	79800	139411024000	\$ 3.66
747	79800	139411025000	\$ 3.66
748	79800	139411026000	\$ 3.66
749	79800	139411027000	\$ 3.66
750	79800	139411028000	\$ 3.66
751	79800	139411029000	\$ 3.66
752	79800	139411030000	\$ 3.66
753	79800	139411031000	\$ 3.66
754	79800	139411032000	\$ 3.66
755	79800	139411033000	\$ 3.66
756	79800	139411034000	\$ 3.66
757	79800	139411035000	\$ 3.66
758	79800	139411036000	\$ 3.66
759	79800	139411037000	\$ 3.66
760	79800	139411038000	\$ 3.66
761	79800	139411039000	\$ 3.66
762	79800	139411040000	\$ 3.66
763	79800	139411041000	\$ 3.66
764	79800	139411042000	\$ 3.66
765	79800	139412001000	\$ 3.66
766	79800	139412002000	\$ 3.66
767	79800	139412003000	\$ 3.66
768	79800	139412004000	\$ 3.66
769	79800	139412005000	\$ 3.66
770	79800	139412006000	\$ 3.66
771	79800	139412007000	\$ 3.66
772	79800	139412008000	\$ 3.66
773	79800	139412009000	\$ 3.66
774	79800	139412010000	\$ 3.66

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
775	79800	139412011000	\$ 3.66
776	79800	139412012000	\$ 3.66
777	79800	139412013000	\$ 3.66
778	79800	139412014000	\$ 3.66
779	79800	139412015000	\$ 3.66
780	79800	139412016000	\$ 3.66
781	79800	139412017000	\$ 3.66
782	79800	139412018000	\$ 3.66
783	79800	139412019000	\$ 3.66
784	79800	139412020000	\$ 3.66
785	79800	139412021000	\$ 3.66
786	79800	139412022000	\$ 3.66
787	79800	139412023000	\$ 3.66
788	79800	139412024000	\$ 3.66
789	79800	139412025000	\$ 3.66
790	79800	139412026000	\$ 3.66
791	79800	139412027000	\$ 3.66
792	79800	139412028000	\$ 3.66
793	79800	139412029000	\$ 3.66
794	79800	139412030000	\$ 3.66
795	79800	139412031000	\$ 3.66
796	79800	139412032000	\$ 3.66
797	79800	139412033000	\$ 3.66
798	79800	139412034000	\$ 3.66
799	79800	139412035000	\$ 3.66
800	79800	139412036000	\$ 3.66
801	79800	139412037000	\$ 3.66
802	79800	139412038000	\$ 3.66
803	79800	139412039000	\$ 3.66
804	79800	139412040000	\$ 3.66
805	79800	139412041000	\$ 3.66
806	79800	139412042000	\$ 3.66
807	79800	139412043000	\$ 3.66
808	79800	139412044000	\$ 3.66
809	79800	139412045000	\$ 3.66
810	79800	139412046000	\$ 3.66
811	79800	139412047000	\$ 3.66
812	79800	139412048000	\$ 3.66
813	79800	139412049000	\$ 3.66
814	79800	139421001000	\$ 3.66
815	79800	139421002000	\$ 3.66
816	79800	139421003000	\$ 3.66
817	79800	139421004000	\$ 3.66

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COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
818	79800	139421005000	\$ 3.66
819	79800	139421006000	\$ 3.66
820	79800	139421007000	\$ 3.66
821	79800	139421008000	\$ 3.66
822	79800	139421009000	\$ 3.66
823	79800	139421010000	\$ 3.66
824	79800	139421011000	\$ 3.66
825	79800	139421012000	\$ 3.66
826	79800	139421013000	\$ 3.66
827	79800	139421014000	\$ 3.66
828	79800	139421015000	\$ 3.66
829	79800	139421016000	\$ 3.66
830	79800	139421017000	\$ 3.66
831	79800	139421019000	\$ 3.66
832	79800	139421020000	\$ 3.66
833	79800	139421021000	\$ 3.66
834	79800	139421022000	\$ 3.66
835	79800	139421023000	\$ 3.66
836	79800	139421024000	\$ 3.66
837	79800	139421025000	\$ 3.66
838	79800	139421026000	\$ 3.66
839	79800	139421027000	\$ 3.66
840	79800	139421028000	\$ 3.66
841	79800	139421029000	\$ 3.66
842	79800	139421030000	\$ 3.66
843	79800	139421031000	\$ 3.66
844	79800	139421032000	\$ 3.66
845	79800	139421033000	\$ 3.66
846	79800	139421034000	\$ 3.66
847	79800	139421035000	\$ 3.66
848	79800	139421036000	\$ 3.66
849	79800	139422001000	\$ 3.66
850	79800	139422002000	\$ 3.66
851	79800	139422003000	\$ 3.66
852	79800	139422004000	\$ 3.66
853	79800	139422005000	\$ 3.66
854	79800	139422006000	\$ 3.66
855	79800	139422007000	\$ 3.66
856	79800	139422008000	\$ 3.66
857	79800	139422009000	\$ 3.66
858	79800	139422010000	\$ 3.66
859	79800	139422011000	\$ 3.66
860	79800	139422012000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
861	79800	139422013000	\$ 3.66
862	79800	139422014000	\$ 3.66
863	79800	139422015000	\$ 3.66
864	79800	139422016000	\$ 3.66
865	79800	139422017000	\$ 3.66
866	79800	139422018000	\$ 3.66
867	79800	139422019000	\$ 3.66
868	79800	139422020000	\$ 3.66
869	79800	139422021000	\$ 3.66
870	79800	139422022000	\$ 3.66
871	79800	139422023000	\$ 3.66
872	79800	139422024000	\$ 3.66
873	79800	139422025000	\$ 3.66
874	79800	139422026000	\$ 3.66
875	79800	139422027000	\$ 3.66
876	79800	139422028000	\$ 3.66
877	79800	139422029000	\$ 3.66
878	79800	139422030000	\$ 3.66
879	79800	139422031000	\$ 3.66
880	79800	139422032000	\$ 3.66
881	79800	139422033000	\$ 3.66
882	79800	139422034000	\$ 3.66
883	79800	139423001000	\$ 3.66
884	79800	139423002000	\$ 3.66
885	79800	139423003000	\$ 3.66
886	79800	139423004000	\$ 3.66
887	79800	139423005000	\$ 3.66
888	79800	139423006000	\$ 3.66
889	79800	139423007000	\$ 3.66
890	79800	139423008000	\$ 3.66
891	79800	139423009000	\$ 3.66
892	79800	139423010000	\$ 3.66
893	79800	139423011000	\$ 3.66
894	79800	139423012000	\$ 3.66
895	79800	139423013000	\$ 3.66
896	79800	139423014000	\$ 3.66
897	79800	139423015000	\$ 3.66
898	79800	139423016000	\$ 3.66
899	79800	139423017000	\$ 3.66
900	79800	139423018000	\$ 3.66
901	79800	139423019000	\$ 3.66
902	79800	139423020000	\$ 3.66
903	79800	139423021000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
904	79800	139423022000	\$ 3.66
905	79800	139423023000	\$ 3.66
906	79800	139423024000	\$ 3.66
907	79800	139423025000	\$ 3.66
908	79800	139423026000	\$ 3.66
909	79800	139423031000	\$ 3.66
910	79800	139423032000	\$ 3.66
911	79800	139423033000	\$ 3.66
912	79800	139423034000	\$ 3.66
913	79800	139423035000	\$ 3.66
914	79800	139423036000	\$ 3.66
915	79800	139423037000	\$ 3.66
916	79800	139423038000	\$ 3.66
917	79800	139423039000	\$ 3.66
918	79800	139423040000	\$ 3.66
919	79800	139423041000	\$ 3.66
920	79800	139423042000	\$ 3.66
921	79800	139423043000	\$ 3.66
922	79800	139423044000	\$ 3.66
923	79800	139423045000	\$ 3.66
924	79800	139423046000	\$ 3.66
925	79800	139423047000	\$ 3.66
926	79800	139423048000	\$ 3.66
927	79800	139423049000	\$ 3.66
928	79800	139423050000	\$ 3.66
929	79800	139423051000	\$ 3.66
930	79800	139423052000	\$ 3.66
931	79800	139423053000	\$ 3.66
932	79800	139423054000	\$ 3.66
933	79800	139424001000	\$ 3.66
934	79800	139424002000	\$ 3.66
935	79800	139424003000	\$ 10.98
936	79800	139424004000	\$ 7.32
937	79800	139424007000	\$ 10.98
938	79800	139424008000	\$ 10.98
939	79800	139424009000	\$ 10.98
940	79800	139424010000	\$ 10.98
941	79800	139424011000	\$ 7.32
942	79800	139424012000	\$ 7.32
943	79800	139424013000	\$ 7.32
944	79800	139424014000	\$ 7.32
945	79800	139424015000	\$ 7.32
946	79800	139424016000	\$ 7.32



EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
947	79800	139424017000	\$ 10.98
948	79800	139424020000	\$ 7.32
949	79800	139424021000	\$ 10.98
950	79800	139424023000	\$ 14.64
951	79800	139424024000	\$ 10.98
952	79800	139424025000	\$ 10.98
953	79800	139424026000	\$ 10.98
954	79800	139424027000	\$ 10.98
955	79800	139424030000	\$ 7.32
956	79800	139424031000	\$ 10.98
957	79800	139424032000	\$ 10.98
958	79800	139424033000	\$ 7.32
959	79800	139424034000	\$ 10.98
960	79800	139424035000	\$ 10.98
961	79800	139424036000	\$ 3.66
962	79800	139424037000	\$ 3.66
963	79800	139424038000	\$ 3.66
964	79800	139424039000	\$ 3.66
965	79800	139424040000	\$ 3.66
966	79800	139424041000	\$ 3.66
967	79800	139424042000	\$ 3.66
968	79800	139424043000	\$ 3.66
969	79800	139424044000	\$ 3.66
970	79800	139424045000	\$ 3.66
971	79800	139424046000	\$ 3.66
972	79800	139424047000	\$ 3.66
973	79800	139424048000	\$ 3.66
974	79800	139424049000	\$ 3.66
975	79800	139424050000	\$ 3.66
976	79800	139424051000	\$ 3.66
977	79800	139424052000	\$ 3.66
978	79800	139424053000	\$ 3.66
979	79800	139424054000	\$ 3.66
980	79800	139424055000	\$ 3.66
981	79800	139424056000	\$ 3.66
982	79800	139424057000	\$ 3.66
983	79800	139424058000	\$ 3.66
984	79800	139424059000	\$ 3.66
985	79800	139424060000	\$ 3.66
986	79800	139424061000	\$ 3.66
987	79800	139424062000	\$ 3.66
988	79800	139424063000	\$ 3.66
989	79800	139424064000	\$ 3.66

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
990	79800	139424065000	\$ 3.66
991	79800	139424066000	\$ 3.66
992	79800	139424085000	\$ 10.98
993	79800	139424087000	\$ 10.98
994	79800	139424088000	\$ 10.98
995	79800	139424089000	\$ 10.98
996	79800	139424090000	\$ 7.32
997	79800	139424091000	\$ 10.98
998	79800	139424092000	\$ 7.32
999	79800	139441004000	\$ 7.32
1000	79800	139441005000	\$ 7.32
1001	79800	139441006000	\$ 7.32
1002	79800	139441007000	\$ 7.32
1003	79800	139441008000	\$ 7.32
1004	79800	139441009000	\$ 7.32
1005	79800	139441010000	\$ 7.32
1006	79800	139441011000	\$ 10.98
1007	79800	139441012000	\$ 7.32
1008	79800	139441013000	\$ 7.32
1009	79800	139441014000	\$ 7.32
1010	79800	139441015000	\$ 7.32
1011	79800	139441016000	\$ 10.98
1012	79800	139441017000	\$ 18.30
1013	79800	139441018000	\$ 10.98
1014	79800	139441019000	\$ 10.98
1015	79800	139441020000	\$ 10.98
1016	79800	139441021000	\$ 7.32
1017	79800	139441022000	\$ 7.32
1018	79800	139441025000	\$ 7.32
1019	79800	139441026000	\$ 7.32
1020	79800	139441027000	\$ 7.32
1021	79800	139441028000	\$ 7.32
1022	79800	139441029000	\$ 7.32
1023	79800	139441030000	\$ 7.32
1024	79800	139441031000	\$ 7.32
1025	79800	139441032000	\$ 7.32
1026	79800	139441033000	\$ 7.32
1027	79800	139441034000	\$ 7.32
1028	79800	139441035000	\$ 7.32
1029	79800	139441036000	\$ 7.32
1030	79800	139441037000	\$ 7.32
1031	79800	139441038000	\$ 7.32
1032	79800	139441039000	\$ 7.32

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79800 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
1033	79800	139441040000	\$ 7.32
1034	79800	139441056000	\$ 7.32
1035	79800	139441057000	\$ 7.32
1036	79800	139441058000	\$ 7.32
1037	79800	139441059000	\$ 7.32
1038	79800	139441060000	\$ 7.32
<b>Parcel Count:</b>	<b>1038</b>	<b>Total CSA No. 72:</b>	<b>\$ 4,710.42</b>

**Before the Board of Supervisors Acting on behalf of County Service Area No. 75  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with state law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges.                                    )

WHEREAS, the County Service Area 75-Chualar (County Service Area) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “1” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolves to approve the following:

- a. The County Service Area hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. The County Service Area further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the CD or electronic file identified as Exhibit “1”, the County Service Area shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “1” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_  
File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
1	79900	145031003000	\$ 92.76
2	79900	145041001000	\$ 8.34
3	79900	145041002000	\$ 8.34
4	79900	145041003000	\$ 8.34
5	79900	145041004000	\$ 8.34
6	79900	145041005000	\$ 8.34
7	79900	145041008000	\$ 8.34
8	79900	145041009000	\$ 8.34
9	79900	145041010000	\$ 14.46
10	79900	145041013000	\$ 8.34
11	79900	145041014000	\$ 14.46
12	79900	145042002000	\$ 32.82
13	79900	145042003000	\$ 39.48
14	79900	145043001000	\$ 8.34
15	79900	145043002000	\$ 14.46
16	79900	145043003000	\$ 8.34
17	79900	145043004000	\$ 20.58
18	79900	145043005000	\$ 5.28
19	79900	145043007000	\$ 32.82
20	79900	145043008000	\$ 14.46
21	79900	145043012000	\$ 32.82
22	79900	145043013000	\$ 32.82
23	79900	145044001000	\$ 8.34
24	79900	145044002000	\$ 8.34
25	79900	145044003000	\$ 8.34
26	79900	145044004000	\$ 8.34
27	79900	145044005000	\$ 8.34
28	79900	145044007000	\$ 32.82
29	79900	145044008000	\$ 8.34
30	79900	145044009000	\$ 8.34
31	79900	145044010000	\$ 20.58
32	79900	145044011000	\$ 20.58
33	79900	145051001000	\$ 8.34
34	79900	145051002000	\$ 20.58
35	79900	145051004000	\$ 8.34
36	79900	145051005000	\$ 20.58
37	79900	145051006000	\$ 8.34
38	79900	145051007000	\$ 8.34
39	79900	145051008000	\$ 8.34
40	79900	145051009000	\$ 8.34
41	79900	145051010000	\$ 20.58
42	79900	145051011000	\$ 20.58
43	79900	145052001000	\$ 14.46

## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
44	79900	145052002000	\$ 8.34
45	79900	145052005000	\$ 8.34
46	79900	145052006000	\$ 14.46
47	79900	145052007000	\$ 14.46
48	79900	145052008000	\$ 14.46
49	79900	145052009000	\$ 8.34
50	79900	145052010000	\$ 8.34
51	79900	145052011000	\$ 14.46
52	79900	145052012000	\$ 20.58
53	79900	145053001000	\$ 20.58
54	79900	145053002000	\$ 8.34
55	79900	145053003000	\$ 8.34
56	79900	145053005000	\$ 8.34
57	79900	145053006000	\$ 8.34
58	79900	145053007000	\$ 8.34
59	79900	145053009000	\$ 32.82
60	79900	145053010000	\$ 32.82
61	79900	145053011000	\$ 8.34
62	79900	145054002000	\$ 39.48
63	79900	145054003000	\$ 32.82
64	79900	145055001000	\$ 8.34
65	79900	145055002000	\$ 8.34
66	79900	145055004000	\$ 8.34
67	79900	145055005000	\$ 32.82
68	79900	145055007000	\$ 5.28
69	79900	145055008000	\$ 14.46
70	79900	145055009000	\$ 14.46
71	79900	145055010000	\$ 20.58
72	79900	145055011000	\$ 8.34
73	79900	145056001000	\$ 35.04
74	79900	145056002000	\$ 5.28
75	79900	145056003000	\$ 32.82
76	79900	145056004000	\$ 32.82
77	79900	145056005000	\$ 32.82
78	79900	145056006000	\$ 5.28
79	79900	145056007000	\$ 32.82
80	79900	145056008000	\$ 8.34
81	79900	145061003000	\$ 8.34
82	79900	145061004000	\$ 22.80
83	79900	145061005000	\$ 8.34
84	79900	145061006000	\$ 8.34
85	79900	145061007000	\$ 10.56
86	79900	145061008000	\$ 5.28

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
87	79900	145061009000	\$ 8.34
88	79900	145061010000	\$ 8.34
89	79900	145161001000	\$ 8.34
90	79900	145161002000	\$ 8.34
91	79900	145161003000	\$ 8.34
92	79900	145161004000	\$ 8.34
93	79900	145161005000	\$ 8.34
94	79900	145161006000	\$ 8.34
95	79900	145161007000	\$ 8.34
96	79900	145161008000	\$ 8.34
97	79900	145161009000	\$ 8.34
98	79900	145161010000	\$ 8.34
99	79900	145161011000	\$ 8.34
100	79900	145161012000	\$ 8.34
101	79900	145161013000	\$ 8.34
102	79900	145161014000	\$ 8.34
103	79900	145161015000	\$ 8.34
104	79900	145161016000	\$ 8.34
105	79900	145161017000	\$ 8.34
106	79900	145161018000	\$ 8.34
107	79900	145161019000	\$ 8.34
108	79900	145161020000	\$ 8.34
109	79900	145161021000	\$ 8.34
110	79900	145161022000	\$ 8.34
111	79900	145161023000	\$ 8.34
112	79900	145161024000	\$ 8.34
113	79900	145161025000	\$ 8.34
114	79900	145161026000	\$ 8.34
115	79900	145161027000	\$ 8.34
116	79900	145161028000	\$ 8.34
117	79900	145161029000	\$ 8.34
118	79900	145161030000	\$ 8.34
119	79900	145161031000	\$ 8.34
120	79900	145161032000	\$ 5.28
121	79900	145161033000	\$ 8.34
122	79900	145161034000	\$ 8.34
123	79900	145161035000	\$ 8.34
124	79900	145161036000	\$ 8.34
125	79900	145161037000	\$ 8.34
126	79900	145161038000	\$ 8.34
127	79900	145161039000	\$ 8.34
128	79900	145161040000	\$ 8.34
129	79900	145161041000	\$ 8.34



## EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79900 TAX YEAR 2025-26

No.	Bond #	Parcel	Fees per Parcel
130	79900	145161042000	\$ 8.34
131	79900	145161043000	\$ 8.34
132	79900	145161044000	\$ 8.34
133	79900	145161045000	\$ 8.34
134	79900	145161046000	\$ 8.34
135	79900	145161047000	\$ 8.34
136	79900	145161048000	\$ 8.34
137	79900	145161049000	\$ 8.34
138	79900	145161050000	\$ 8.34
139	79900	145161051000	\$ 8.34
140	79900	145161052000	\$ 8.34
141	79900	145161053000	\$ 8.34
142	79900	145161054000	\$ 8.34
143	79900	145161055000	\$ 8.34
144	79900	145161056000	\$ 8.34
145	79900	145161057000	\$ 8.34
146	79900	145161058000	\$ 8.34
147	79900	145161059000	\$ 8.34
148	79900	145161060000	\$ 8.34
149	79900	145161061000	\$ 8.34
150	79900	145161062000	\$ 8.34
151	79900	145161063000	\$ 8.34
152	79900	145161064000	\$ 8.34
153	79900	145161065000	\$ 8.34
154	79900	145161066000	\$ 8.34
155	79900	145161067000	\$ 8.34
156	79900	145161068000	\$ 8.34
157	79900	145161069000	\$ 8.34
158	79900	145161070000	\$ 8.34
159	79900	145161071000	\$ 8.34
160	79900	145161072000	\$ 8.34
161	79900	145161073000	\$ 8.34
162	79900	145161074000	\$ 8.34
163	79900	145161075000	\$ 8.34
164	79900	145161076000	\$ 8.34
165	79900	145161077000	\$ 8.34
166	79900	145161078000	\$ 8.34
167	79900	145161079000	\$ 8.34
168	79900	145161080000	\$ 8.34
169	79900	145161081000	\$ 8.34
170	79900	145161082000	\$ 8.34
171	79900	145161083000	\$ 8.34
172	79900	145161084000	\$ 8.34

EXHIBIT 1

COUNTY OF MONTEREY  
 USER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 FOR TAX CODE 79900 TAX YEAR 2025-26

<b>No.</b>	<b>Bond #</b>	<b>Parcel</b>	<b>Fees per Parcel</b>
173	79900	145161087000	\$ 29.70
174	79900	145161088000	\$ 7.50
175	79900	145171001000	\$ 8.34
176	79900	145171002000	\$ 8.34
177	79900	145171003000	\$ 8.34
178	79900	145171004000	\$ 8.34
179	79900	145171005000	\$ 8.34
<b>Parcel Count: 179</b>		<b>Total CSA No. 75:</b>	<b>\$ 2,193.06</b>



# County of Monterey

**Item No.26**

## Board Report

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

**Legistar File Number: RES 25-128**

**August 12, 2025**

**Introduced:** 8/1/2025

**Current Status:** Public Works, Facilities &  
Parks - Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution certifying compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for County Service Area 75 - Chualar.

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution for County Service Area 75 - Chualar to certify compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges.

### SUMMARY/DISCUSSION:

On May 21, 2024, the Board of Supervisors adopted Ordinance No. 5415 amending Section 16 of County Service Area 75 - Chualar (CSA 75) Ordinance No. 04225 to provide for the collection of sewer charges through the County of Monterey (County) Property Tax Roll beginning with FY 2024-25.

A Resolution has been prepared to collect annual CSA 75 sewer service charges on the County Property Tax Roll in compliance with State and County requirements. As required, the proposed Resolution contains a report of sewer service charges for the property owners of record, according to the corresponding Assessor's Parcel Numbers, in CSA 75 (Attachment A).

### OTHER AGENCY INVOLVEMENT:

Placement of assessments on the County Property Tax Roll is facilitated by the Auditor-Controller's Office.

### FINANCING:

Internal expenses for the collection of sewer charges are minimal and include staff time to prepare the annual report to the Board of Supervisors and proposed Resolution. The Auditor-Controller's Office charges administration costs of ¼ of 1% of revenue collected on the County Property Tax Roll. The estimated 2025-26 revenue from CSA 75 sanitation billings is \$213,607 resulting in an estimated charge by the Auditor-Controller's Office of \$534.

### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Collection of sanitation assessments on the Property Tax Roll contributes to the Board of Supervisors' Strategic Initiatives for Administration, promoting efficient and effective management practices.

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

Prepared by: Lynette Redman, Management Analyst III, (831) 796-6038

Reviewed by: Tom Moss, PG, Senior Water Resources Hydrologist



# County of Monterey

**Item No.**

## Board Report

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

**Legistar File Number: RES 25-128**

**August 12, 2025**

**Introduced:** 8/1/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution certifying compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for County Service Area 75 - Chualar.

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution for County Service Area 75 - Chualar to certify compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges.

### SUMMARY/DISCUSSION:

On May 21, 2024, the Board of Supervisors adopted Ordinance No. 5415 amending Section 16 of County Service Area 75 - Chualar (CSA 75) Ordinance No. 04225 to provide for the collection of sewer charges through the County of Monterey (County) Property Tax Roll beginning with FY 2024-25.

A Resolution has been prepared to collect annual CSA 75 sewer service charges on the County Property Tax Roll in compliance with State and County requirements. As required, the proposed Resolution contains a report of sewer service charges for the property owners of record, according to the corresponding Assessor's Parcel Numbers, in CSA 75 (Attachment A).

### OTHER AGENCY INVOLVEMENT:

Placement of assessments on the County Property Tax Roll is facilitated by the Auditor-Controller's Office.

### FINANCING:

Internal expenses for the collection of sewer charges are minimal and include staff time to prepare the annual report to the Board of Supervisors and proposed Resolution. The Auditor-Controller's Office charges administration costs of  $\frac{1}{4}$  of 1% of revenue collected on the County Property Tax Roll. The estimated 2025-26 revenue from CSA 75 sanitation billings is \$213,607 resulting in an estimated charge by the Auditor-Controller's Office of \$534.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Collection of sanitation assessments on the Property Tax Roll contributes to the Board of Supervisors' Strategic Initiatives for Administration, promoting efficient and effective management practices.

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

Prepared by: Lynette Redman, Management Analyst III, (831) 796-6038

Reviewed by: Tom Moss, PG, Senior Water Resources Hydrologist

**Before the Board of Supervisors  
County of Monterey, State of California**

**Resolution No. 25-0 \_\_\_\_\_**

Adopt a Resolution certifying compliance with State law with        )  
respect to the levying of general and special taxes, assessments,    )  
and property-related fees and charges for County Service Area        )  
75 - Chualar.

WHEREAS, on May 21, 2024, the Board of Supervisors adopted Ordinance No. 5414 amending Section 16 of County Service Area 75 Chualar (CSA 75) Ordinance No. 04225 to provide for the collection of sewer charges through the County of Monterey (County) Property Tax Roll beginning with FY 2024-25;

WHEREAS, this Resolution has been prepared, consistent with CSA 75 Ordinance No. 5414 to provide for the collection of annual sewer service charges on the County Property Tax Roll in compliance with State and County requirements;

WHEREAS, this Resolution contains a report of sewer service charges for the property owners of record in CSA 75, for the corresponding Assessor’s Parcel Numbers within CSA 75, which is attached and hereby incorporated by reference as Exhibit 1;

WHEREAS, the Auditor-Controller’s Office enters those general or special taxes, assessments, or property-related fees for charges identified in Exhibit 1 on the County Property Tax Roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for Fiscal Year 2025-26.

NOW, THEREFORE, the Board of Supervisors of the County of Monterey hereby resolves and certifies that:

- a. CSA 75- Chualar has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit 1, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California; and
- b. CSA 75- Chualar shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit 1 and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding,

including all claims for refunds and interest thereon, legal fees and court costs, and administration expenses of the County of Monterey to correct the Property Tax Roll.

PASSED AND ADOPTED upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 12<sup>th</sup> day of August 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_ for the meeting on August 12, 2025.

Dated: \_\_\_\_\_

File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy



EXHIBIT 1

COUNTY OF MONTEREY  
 COUNTY SERVICE AREA 75 – CHUALAR  
 SEWER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 TAX YEAR 2025-26

No.	Parcel	Fees On Parcel
1	145031003000	\$10,444.80
2	145041001000	\$792.36
3	145041002000	\$792.36
4	145041003000	\$792.36
5	145041005000	\$792.36
6	145041009000	\$792.36
7	145041013000	\$792.36
8	145041014000	\$792.36
9	145043001000	\$792.36
10	145043003000	\$792.36
11	145043007000	\$495.36
12	145043012000	\$465.48
13	145044001000	\$792.36
14	145044002000	\$792.36
15	145031003000	\$792.36
16	145044004000	\$792.36
17	145044005000	\$792.36
18	145044007000	\$1,043.28
19	145044009000	\$792.36
20	145044010000	\$2,032.20
21	145044011000	\$2,032.20
22	145051001000	\$792.36
23	145051002000	\$3,169.44
24	145051004000	\$792.36
25	145051005000	\$1,584.72
26	145051006000	\$792.36
27	145051007000	\$792.36
28	145051008000	\$792.36
29	145051009000	\$1,469.76
30	145051010000	\$2,262.12
31	145051011000	\$2,262.12
32	145052001000	\$1,584.72
33	145052002000	\$792.36
34	145052005000	\$792.36
35	145052006000	\$1,584.72
36	145052007000	\$792.36
37	145052008000	\$1,584.72
38	145052009000	\$677.40
39	145052010000	\$792.36
40	145052011000	\$1,584.72
41	145052012000	\$3,387.00
42	145053002000	\$792.36

EXHIBIT 1

COUNTY OF MONTEREY  
 COUNTY SERVICE AREA 75 – CHUALAR  
 SEWER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 TAX YEAR 2025-26

No.	Parcel	Fees On Parcel
43	145053003000	\$792.36
44	145053005000	\$1,180.80
45	145053006000	\$792.36
46	145053007000	\$792.36
47	145053009000	\$4,741.80
48	145053010000	\$4,064.40
49	145053011000	\$792.36
50	145054002000	\$15,580.20
51	145054003000	\$4,064.40
52	145055001000	\$792.36
53	145055002000	\$792.36
54	145055004000	\$1,584.72
55	145055005000	\$12,302.28
56	145055007000	\$792.36
57	145055008000	\$1,469.76
58	145055010000	\$2,032.20
59	145055011000	\$792.36
60	145056001000	\$10,390.29
61	145056003000	\$2,732.40
62	145056004000	\$614.40
63	145056005000	\$2,109.60
64	145056006000	\$792.36
65	145056007000	\$2,177.28
66	145056008000	\$792.36
67	145061003000	\$1,584.72
68	145061004000	\$2,939.52
69	145061005000	\$792.36
70	145061006000	\$792.36
71	145061007000	\$1,481.76
72	145061009000	\$792.36
73	145061010000	\$792.36
74	145161001000	\$792.36
75	145161002000	\$792.36
76	145161003000	\$792.36
77	145161004000	\$792.36
78	145161006000	\$792.36
79	145161007000	\$792.36
80	145161008000	\$792.36
81	145161009000	\$792.36
82	145161010000	\$792.36
83	145161011000	\$792.36
84	145161012000	\$792.36

EXHIBIT 1

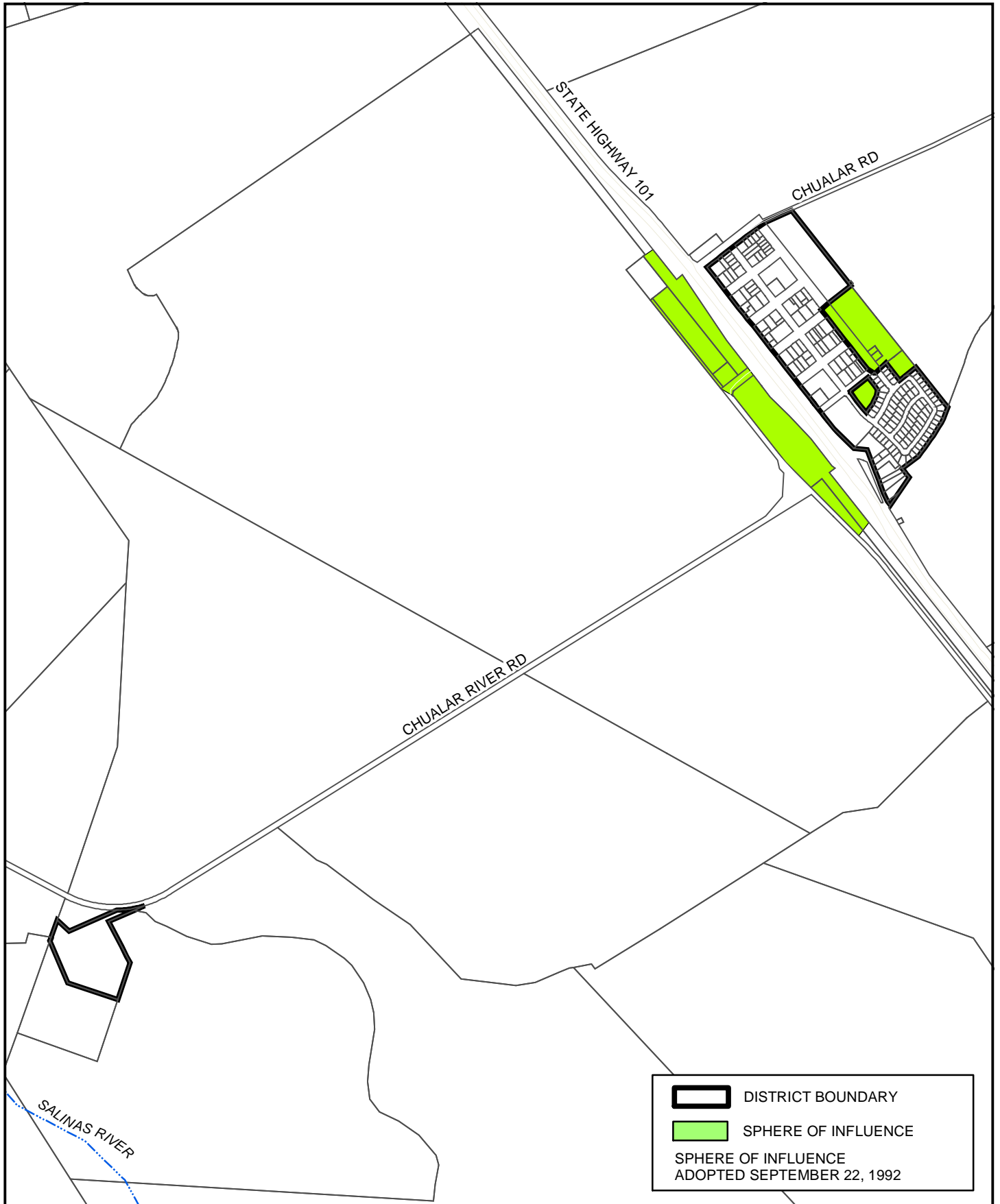
COUNTY OF MONTEREY  
 COUNTY SERVICE AREA 75 – CHUALAR  
 SEWER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 TAX YEAR 2025-26

No.	Parcel	Fees On Parcel
85	145161013000	\$792.36
86	145161014000	\$792.36
87	145161015000	\$792.36
88	145161016000	\$792.36
89	145161017000	\$792.36
90	145161018000	\$792.36
91	145161019000	\$792.36
92	145161020000	\$792.36
93	145161021000	\$792.36
94	145161022000	\$792.36
95	145161023000	\$792.36
96	145161024000	\$792.36
97	145161025000	\$792.36
98	145161026000	\$792.36
99	145161027000	\$792.36
100	145161028000	\$792.36
101	145161029000	\$792.36
102	145161030000	\$792.36
103	145161031000	\$792.36
104	145161033000	\$792.36
105	145161034000	\$792.36
106	145161035000	\$792.36
107	145161036000	\$792.36
108	145161037000	\$792.36
109	145161038000	\$792.36
110	145161039000	\$792.36
111	145161040000	\$792.36
112	145161041000	\$792.36
113	145161042000	\$792.36
114	145161043000	\$792.36
115	145161044000	\$792.36
116	145161045000	\$792.36
117	145161046000	\$792.36
118	145161047000	\$792.36
119	145161048000	\$792.36
120	145161049000	\$792.36
121	145161050000	\$792.36
122	145161051000	\$792.36
123	145161052000	\$792.36
124	145161053000	\$792.36
125	145161054000	\$792.36
126	145161055000	\$792.36

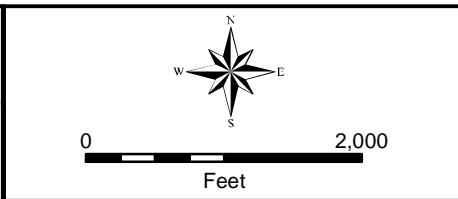
EXHIBIT 1

COUNTY OF MONTEREY  
 COUNTY SERVICE AREA 75 – CHUALAR  
 SEWER FEE PARCELS SUBMITTED BY PUBLIC WORKS, FACILITIES AND PARKS  
 TAX YEAR 2025-26

No.	Parcel	Fees On Parcel
127	145161056000	\$792.36
128	145161057000	\$792.36
129	145161058000	\$792.36
130	145161059000	\$792.36
131	145161060000	\$792.36
132	145161061000	\$792.36
133	145161062000	\$792.36
134	145161063000	\$792.36
135	145161064000	\$792.36
136	145161065000	\$792.36
137	145161066000	\$792.36
138	145161067000	\$792.36
139	145161068000	\$792.36
140	145161069000	\$792.36
141	145161070000	\$792.36
142	145161071000	\$792.36
143	145161072000	\$792.36
144	145161073000	\$792.36
145	145161074000	\$792.36
146	145161075000	\$792.36
147	145161076000	\$792.36
148	145161077000	\$792.36
149	145161078000	\$792.36
150	145161079000	\$792.36
151	145161080000	\$792.36
152	145161081000	\$792.36
153	145161082000	\$792.36
154	145161083000	\$792.36
155	145161084000	\$792.36
156	145171001000	\$792.36
157	145171002000	\$792.36
158	145171003000	\$792.36
159	145171004000	\$792.36
160	145171005000	\$792.36
161	145044008000	\$4,261.44
162	145161005000	\$792.36
<b>Parcel Count: 162</b>	<b>Total</b>	<b>\$213,606.45</b>



**LAFCO** of Monterey County  
 LOCAL AGENCY FORMATION COMMISSION  
 P.O. Box 1369 132 W. Gabilan St., Suite 102  
 Salinas, CA 93902 Salinas, CA 93901  
 Telephone (831) 754-5838 Fax (831) 754-5831



**SPECIAL DISTRICTS**  
**COUNTY SERVICE AREA # 75**  
**CHUALAR**



# County of Monterey

**Item No.27**

## Board Report

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

**Legistar File Number: 25-586**

**August 12, 2025**

**Introduced:** 8/8/2025

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** General Agenda Item

### Addenda/Supplemental

Added subsection d. to Item No. 1 under Closed Session

**AMENDMENT #3 TO AGREEMENT NO. A-15433 BY AND BETWEEN  
COUNTY OF MONTEREY AND BETTERUP, INC.**

**THIS AMENDMENT** is made to the AGREEMENT for annual subscriptions for coaching services by and between **BETTERUP, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term and to increase the total amount of the AGREEMENT.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.0 - “PAYMENT PROVISIONS” shall be amended by removing**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$990,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.” **and replacing it with**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$1,200,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.”
2. **Section 3.0 – “TERM OF AGREEMENT,” paragraph 3.01 shall be amended by removing**, “The term of this Agreement is from August 1, 2021 to August 31, 2024, unless sooner terminated pursuant to Exhibit B.” **and replacing it with**, “The term of this Agreement is from August 1, 2021 to August 31, 2025, unless sooner terminated pursuant to Exhibit B.”
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 16, 2021.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:  
*Debra Wilson*  
76741897 AP00141  
Contracts/Purchasing Officer

Dated: 7/25/2024 | 8:55 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:  
*Jennifer Forsyth*  
76741897 AP00141  
Deputy Auditor/Controller

Dated: 7/25/2024 | 8:43 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:  
*Janet Holmes*  
76741897 AP00141  
Deputy County Counsel

Dated: 7/24/2024 | 9:20 AM PDT

CONTRACTOR

DocuSigned by:  
*Rob Smith*  
8955186754 MACE  
By: \_\_\_\_\_  
Signature of Chair, President, or Vice-President

Rob Smith GM Government

Printed Name and Title

Dated: 7/23/2024 | 2:59 PM PDT

DocuSigned by:  
*Vinh Le*  
8955186754 MACE  
By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Vinh Le CFO

Printed Name and Title

Dated: 7/24/2024 | 8:49 AM PDT



\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



**AMENDMENT #2 TO AGREEMENT NO. A-15433 BY AND BETWEEN  
COUNTY OF MONTEREY AND BETTERUP, INC.**

**THIS AMENDMENT** is made to the AGREEMENT for annual subscriptions for coaching services by and between **BETTERUP, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term and to increase the total amount of the AGREEMENT.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.0 - “PAYMENT PROVISIONS” shall be amended by removing**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$720,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.” **and replacing it with**, “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$990,000. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in each executed Order Form, subject to the limitations set forth in this Agreement.”
2. **Section 3.0 – “TERM OF AGREEMENT,” paragraph 3.01 shall be amended by removing**, “The term of this Agreement is from August 1, 2021 to August 31, 2023, unless sooner terminated pursuant to Exhibit B.” **and replacing it with**, “The term of this Agreement is from August 1, 2021 to August 31, 2024, unless sooner terminated pursuant to Exhibit B.”
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 16, 2021.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:  
*Debra R. Wilson*  
7B741987A60D41B  
Contracts/Purchasing Officer

Dated: 7/21/2023 | 9:34 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:  
*Jennifer Forsyth*  
4E7E657876451A5F  
Deputy Auditor/Controller

Dated: 7/20/2023 | 4:51 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:  
*Janet L. Holmes*  
C1FB823B2F584BB  
Deputy County Counsel

Dated: 7/20/2023 | 4:29 PM PDT

CONTRACTOR

DocuSigned by:  
*[Signature]*  
By: \_\_\_\_\_  
Signature of Chair, President, or Vice-President

Meredith Speece Head of Legal & Privacy  
Printed Name and Title

Dated: 7/20/2023 | 4:08 PM PDT

DocuSigned by:  
*Vinh Le*  
By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Vinh Le CFO  
Printed Name and Title

Dated: 7/20/2023 | 4:26 PM PDT



\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

# COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Spay Neuter Imperative Project (SNIP)

\_\_\_\_\_ (hereinafter “CONTRACTOR”).

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

**1.0 GENERAL DESCRIPTION:**

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** All-inclusive spay/neuter clinics for domestic and feral cats of residents in unincorporated Monterey County communities, the City of Salinas, and Shelter Snipتمبر Clinics.

**2.0 PAYMENT PROVISIONS:**

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **\$ 315,000**

**3.0 TERM OF AGREEMENT:**

**3.01** The term of this Agreement is from September 1, 2024 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other: Justification for Insurance Modification**

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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


*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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


~~*(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*~~

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

DS  


Contractor

DS  


County

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

#### **9.04 Other Requirements:**

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

#### **Additional Insured Status:**

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

#### **Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### **Waiver of Subrogation:**

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.



10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 **INDEPENDENT CONTRACTOR:**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 **NOTICES:**

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Cindy Burnham, Animal Services Administrator	Melanie Scherer, Founder/President
Name and Title	Name and Title
160 Hitchcock Rd., Salinas, Ca. 93908	67 Front St., Danville, Ca. 94526
Address	Address
831.769.8796	925.895.8531
Phone:	Phone:

16.0 **MISCELLANEOUS PROVISIONS.**

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

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

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

16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes

CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

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

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

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

17.2 **Counterparts.**

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

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

Spay Neuter Imperative Project (SNIP)

Contractor/Business Name \*

By:

Contracts/Purchasing Officer

Date:

Department Head (if applicable)

Date:

10/8/2024 | 11:22 PM PDT

Approved as to Form

County Counsel

Susan K. Blicht, Acting County Counsel

By:

Robert I. Brayer Robert I. Brayer  
County Counsel  
County of Monterey

Date:

8/16/2024 | 2:07 PM PDT

Approved as to Fiscal Provisions

By:

Patricia Ruiz Patricia Ruiz  
Auditor/Controller  
Auditor Controller Analyst I

Date:

8/19/2024 | 7:16 AM PDT

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

By:

David Bolton, Risk Manager

Date:

Spay Neuter Imperative Project (SNIP)

Contractor/Business Name \*

By:

Melanie Scherer  
(Signature of Chair, President, or Vice-President)

Melanie Scherer Founder

Name and Title

Date: 8/15/2024 | 9:47 AM PDT

By:

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

Name and Title

Date:

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

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

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**EXHIBIT A**

**To Agreement by and between  
Animal Services, hereinafter referred to as “COUNTY”  
AND**

**Spay Neuter Imperative Project (SNIP), hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR will hold up to 48 clinics for unincorporated County of Monterey residents for Fiscal Year 2024-25 and 24 clinics for the City of Salinas residents.
  - a. Clinics will be either; (a) feral cat clinics where each feral cat clinic includes the spay/neuter, and ear tipping for each feral cat. These clinics are expected to serve approximately 40 cats per clinic. Additional services requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker; or (b) domestic (owned cat and dog) animal spay/neuter clinics that will include spay/neuter surgery with no cost to residents. Additional services requested by the pet owner/caretaker, including vaccinations, are the responsibility of that pet owner/caretaker. These clinics are expected to range between 25-40 animals depending on the number of dogs that are scheduled.
2. In addition, CONTRACTOR will hold 12 separate shelter clinics (1 clinic per month) for Animal Services from July 1, 2024 through June 30, 2025, under the provision of the renewed Sniptember Grant. Clinics will be held separately in collaboration with COUNTY.
3. CONTRACTOR, with input from COUNTY, will determine clinic types and locations within unincorporated Monterey County and the City of Salinas, specifically targeting communities that have a need for domestic animal and feral cat sterilization and areas without regular access to low-cost spay/neuter services.
4. CONTRACTOR will limit participation to unincorporated Monterey County residents or City of Salinas respectively.
5. CONTRACTOR is permitted to bring unowned feral cats that require euthanasia to Animal Services for proper disposal, within regular business hours.

**A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

Spay Neuter Imperative Project (SNIP)  
Term: 09/01/24 – 06/30/25  
NTE: \$315,000

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall provide the following data in a report: 1) total number of animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;
2. CONTRACTOR shall track the total number of surgeries per species used with renewed Sniptember grant fund and number of spay/neuter events held.
3. All written reports required under this Agreement must be delivered to the Animal Services Administrator, in accordance with the schedule above.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$315,000** (\$180,000 allotted for County of Monterey mobile clinics, \$90,000 for City of Salinas mobile clinics and \$45,000 for Shelter Sniptember clinics) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

\$3,750 total cost per County of Monterey and City of Salinas mobile clinics, feral, domestic or combination of, to include spay/neuter, and ear tip (feral only), with no additional cost to the resident or feral cat caretaker. Additional services, including vaccinations, requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker.

\$3,750 per shelter Sniptember clinic to include spay/neuter, ear tip (if needed) only. COUNTY will provide all vaccinations as needed.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices shall be emailed directly to: [296-FinanceAS@countyofmonterey.gov](mailto:296-FinanceAS@countyofmonterey.gov)

Cc: [burnhamc1@countyofmonterey.gov](mailto:burnhamc1@countyofmonterey.gov)

[Gonzalezg@countyofmonterey.gov](mailto:Gonzalezg@countyofmonterey.gov)

Invoices may be mailed to: Monterey County Health Department  
Attn: Accounts Payable/Environmental Health  
1270 Natividad Road  
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY. Invoices and statistics are to be submitted after each clinic is provided and will be processed accordingly per County policy and procedure.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



**EXHIBIT B**

**JUSTIFICATION FOR INSURANCE MODIFICATION**

Spay Neuter Imperative Project California (SNIP) has no employees and as a result is exempt from Worker's Compensation Insurance coverage. CONTRACTOR agrees to provide proof of Worker's Compensation Insurance coverage as outlined in section 9.03 "*Worker's Compensation Insurance*" of this Agreement, immediately upon CONTRACTOR hiring additional employee(s) who provide service to COUNTY.

Spay Neuter Imperative Project (SNIP)  
Term: 09/01/24 – 06/30/25  
NTE: \$315,000



# Monterey County Board of Supervisors

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

[www.co.monterey.ca.us](http://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-17082

- a. Approve and authorize the Director of Health Services or designee to execute an Agreement with Spay Neuter Imperative Project (SNIP) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents in unincorporated Monterey County communities, the City of Salinas, and Shelter Sniptember Clinics, in the amount of \$315,000 for a retroactive term of September 1, 2024, to June 30, 2025; and
- b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments to this Agreement where the amendments do not exceed 10% (\$31,500) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed \$346,500.

PASSED AND ADOPTED on this 10<sup>th</sup> day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 10, 2024.

REVISED Date: September 26, 2024

File ID: A 24-439

Agenda Item No.: 25

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

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 1  
TO THE AGREEMENT BETWEEN THE  
COUNTY OF MONTEREY  
AND  
SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA dba SNIP**

**This Amendment No. 1** to Agreement, No. A-17082, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Spay Neuter Imperative Project California dba SNIP, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the COUNTY and CONTRACTOR entered into Agreement A-17082 with a start date of September 1, 2024 in an amount not to exceed \$315,000 for the provision of all-inclusive feral cat spay/neuter clinics along with domestic cat spay/neuter clinics within unincorporated Monterey County communities and the City of Salinas with no cost for residents, and Shelter Sniptember Clinics; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend AGREEMENT No. A-17082 to replace Exhibit A and add \$37,500 to increase the total amount of the Agreement to \$352,500 to cover 10 separate additional clinics (2 clinics per month) between February 1, 2025 and June 30, 2025.

**NOW THEREFORE**, both parties hereby agree to renew and amend the Agreement as follows:

1. **Section 2.0, “PAYMENT PROVISIONS”**, shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$315,000” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$352,500”.
2. **Exhibit A is replaced** with Exhibit A-1. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.
3. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the County on October 8, 2024.
5. This Amendment No. 1 is effective upon execution.

\*\*\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\*\*\*

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

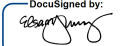
**COUNTY OF MONTEREY**


**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Spay Neuter Imperative Project  
California dba SNIP  
Contractor's Business Name\*

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Department Head (if applicable)  
Date: 2/25/2025 | 10:39 AM PST

By:  \_\_\_\_\_  
(Signature of Chair, President, or Vice President)\*

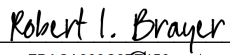
By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Melanie Scherer Founder  
Name and Title

Date: \_\_\_\_\_


Date: 1/22/2025 | 2:49 PM PST

Approved as to Form<sup>1</sup>

By:  Robert I. Brayer  
County Counsel  
Deputy County Counsel  
Date: 1/28/2025 | 8:20 AM PST

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*  
Name and Title

Approved as to Fiscal Provisions<sup>2</sup>

By:  Patricia Ruiz  
Auditor/Controller  
Auditor Controller Analyst I  
Date: 1/28/2025 | 9:16 AM PST

Date: \_\_\_\_\_

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9 of Standard County Agreement.

**EXHIBIT A-1**

**To Agreement by and between  
Animal Services, hereinafter referred to as “COUNTY”**

**AND**

**Spay Neuter Imperative Project (SNIP), hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR will hold up to 48 clinics for unincorporated County of Monterey residents for Fiscal Year 2024-25 and 24 clinics for the City of Salinas residents.
  - a. Clinics will be either; (a) feral cat clinics where each feral cat clinic includes the spay/neuter, and ear tipping for each feral cat. These clinics are expected to serve approximately 40 cats per clinic. Additional services requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker; or (b) domestic (owned cat and dog) animal spay/neuter clinics that will include spay/neuter surgery with no cost to residents. Additional services requested by the pet owner/caretaker, including vaccinations, are the responsibility of that pet owner/caretaker. These clinics are expected to range between 25-40 animals depending on the number of dogs that are scheduled.
2. In addition, CONTRACTOR will hold 12 separate shelter clinics (1 clinic per month) for Animal Services from July 1, 2024, through June 30, 2025, under the provision of the renewed Sniptember Grant. Clinics will be held separately in collaboration with COUNTY.
3. CONTRACTOR, with input from COUNTY, will determine clinic types and locations within unincorporated Monterey County and the City of Salinas, specifically targeting communities that have a need for domestic animal and feral cat sterilization and areas without regular access to low-cost spay/neuter services.
4. CONTRACTOR will limit participation to unincorporated Monterey County residents or City of Salinas respectively.
5. CONTRACTOR is permitted to bring unowned feral cats that require euthanasia to Animal Services for proper disposal, within regular business hours.

Spay Neuter Imperative Project (SNIP)  
Amendment No. 1  
Term: 09/01/24 – 06/30/25  
NTE: \$352,500

**A.2** CONTRACTOR shall provide additional separate services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. 10 additional Mobile Spay/Neuter clinics will be conducted between February 2025 and June 2025, with 2 clinics scheduled per month. These clinics will focus on feral cats and as needed to fill a clinic, large dogs, all residing in any Salinas zip code (including both City and County areas).
  - a. **Cost:** Each clinic will cost \$3,750, for a total of \$37,500.
  - b. **Services:** Spay/neuter procedures will be provided at no cost to feral caretakers/owners to include ear tipping. Vaccines are not included.
  - c. **Capacity:** Each clinic will accommodate up to 40 feral cats, with a total goal of 400 ferals being served in the Salinas area during this period.

**A.3** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall provide the following data in a report: 1) total number of animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;
2. CONTRACTOR shall track the total number of surgeries per species used with renewed Sniptember grant fund and number of spay/neuter events held.
3. All written reports required under this Agreement must be delivered to the Animal Services Administrator, in accordance with the schedule above.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$352,500** (\$180,000 allotted for County of Monterey mobile clinics, \$90,000 for City of Salinas mobile clinics and \$45,000 for Shelter Sniptember clinics) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

\$3,750 total cost per County of Monterey and City of Salinas mobile clinics, feral, domestic or combination of, to include spay/neuter, and ear tip (feral only), with no additional cost to the resident or feral cat caretaker. Additional services, including

Spay Neuter Imperative Project (SNIP)  
Amendment No. 1  
Term: 09/01/24 – 06/30/25  
NTE: \$352,500

vaccinations, requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker.

\$3,750 per shelter Sniptember clinic to include spay/neuter, ear tip (if needed) only. COUNTY will provide all vaccinations as needed.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices shall be emailed directly to: [296-FinanceAS@countyofmonterey.gov](mailto:296-FinanceAS@countyofmonterey.gov)

Cc: [burnhamc1@countyofmonterey.gov](mailto:burnhamc1@countyofmonterey.gov)

[Gonzalezg@countyofmonterey.gov](mailto:Gonzalezg@countyofmonterey.gov)

Invoices may be mailed to: Monterey County Health Department  
Attn: Accounts Payable/Environmental Health  
1270 Natividad Road  
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY. Invoices and statistics are to be submitted after each clinic is provided and will be processed accordingly per County policy and procedure.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Spay Neuter Imperative Project (SNIP)  
Amendment No. 1  
Term: 09/01/24 – 06/30/25  
NTE: \$352,500



# Monterey County Board of Supervisors

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

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

## Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Kate Daniels to:

**Agreement No.: A-17082 ; Amendment No.: 1**

- a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Agreement No. A-17082 with Spay Neuter Imperative Project (SNIP) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents in unincorporated Monterey County communities, the City of Salinas, and Shelter Sniptember Clinics, adding \$37,500 for a new total Agreement amount of \$352,500, with no change to the Agreement term of September 1, 2024 to June 30, 2025; and
- b. Approve and authorize the Director of Health Services or designee to execute up to two future amendments to this Agreement where the amendments do not exceed 10% (\$31,500) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed \$384,000.

PASSED AND ADOPTED on this 18<sup>th</sup> day of February 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels  
NOES: None  
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 18, 2025.

Dated: February 21, 2025  
File ID: A 25-034  
Agenda Item No.: 27

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

Vicente Ramirez, Deputy



**RENEWAL AND AMENDMENT NO. 2  
TO THE AGREEMENT BETWEEN THE  
COUNTY OF MONTEREY  
AND  
SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA dba SNIP**

**This Renewal and Amendment No. 2** to Agreement, No. A-17082, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Spay Neuter Imperative Project California dba SNIP, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the COUNTY and CONTRACTOR entered into Agreement A-17082 with a start date of September 1, 2024 in an amount not to exceed \$315,000 for the provision of all-inclusive feral cat spay/neuter clinics along with domestic cat spay/neuter clinics within unincorporated Monterey County communities and the City of Salinas with no cost for residents, and Shelter Sniptember Clinics; and

**WHEREAS**, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to AGREEMENT No. A-17082 to replace Exhibit A and add \$37,500 to increase the total amount of the Agreement to \$352,500 to cover 10 separate additional clinics (2 clinics per month) between February 1, 2025 and June 30, 2025; and

**WHEREAS**, the AGREEMENT expired by its terms on June 30, 2025; and

**WHEREAS**, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to July 1, 2025, and to amend the AGREEMENT as provided below; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term for an additional year for a new term of September 1, 2024 through June 30, 2026, increase the total AGREEMENT amount by \$200,000 to allow for spay/neuter clinics in the community as approved and veterinary services for shelter animals as approved, for a new total Agreement amount of \$552,500, replace Exhibit A, and add Exhibit C, SNIP Medical & Surgical Services Main Pricing Sheet.

**NOW THEREFORE**, both parties hereby agree to renew and amend the Agreement as follows:

1. **Section 2.0, “PAYMENT PROVISIONS”**, shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$352,500” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$552,500”.
2. **Section 3.0, “TERM OF AGREEMENT”, Section 3.01, shall be amended by removing** “The term of this AGREEMENT is from September 1, 2024 to June 30, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT.”, **and replacing it with** “The term of this AGREEMENT is from September 1, 2024 to June 30, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT.”

3. **Exhibit A is replaced** with Exhibit A-2. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-2.
4. **Exhibit C is added**. All references in the Agreement to Exhibit C shall be construed to refer to Exhibit C-2.
5. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by the County on October 8, 2024.
7. This Amendment No. 2 is effective upon execution.

\*\*\*\*\* **SIGNATURE PAGE TO FOLLOW** \*\*\*\*\*

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

**COUNTY OF MONTEREY**

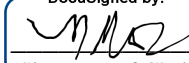
**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Spay Neuter Imperative Project  
California dba SNIP  
Contractor's Business Name\*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

DocuSigned by:  
  
\_\_\_\_\_  
(Signature of Chair, President, or Vice President)\*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Melanie Scherer Founder  
Name and Title

Date: \_\_\_\_\_

Date: 7/9/2025 | 1:52 PM PDT

Approved as to Form<sup>1</sup>

By: Robert I. Brayer Robert I. Brayer  
\_\_\_\_\_  
FBACA339C97E456  
Deputy County Counsel

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Date: 7/11/2025 | 4:02 PM PDT

\_\_\_\_\_  
Name and Title

Approved as to Fiscal Provisions<sup>2</sup>

By: Patricia Ruiz Patricia Ruiz  
\_\_\_\_\_  
E79EF64E57454F6  
Auditor/Controller

Date: \_\_\_\_\_

Date: 7/14/2025 | 11:32 AM PDT

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9 of Standard County Agreement.

**EXHIBIT A-2**

**To Agreement by and between  
Animal Services, hereinafter referred to as “COUNTY”  
AND  
Spay Neuter Imperative Project (SNIP), hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR will hold up to 48 clinics for unincorporated County of Monterey residents for Fiscal Year 2024-25 and 24 clinics for the City of Salinas residents.
  - a. Clinics will be either; (a) feral cat clinics where each feral cat clinic includes the spay/neuter, and ear tipping for each feral cat. These clinics are expected to serve approximately 40 cats per clinic. Additional services requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker; or (b) domestic (owned cat and dog) animal spay/neuter clinics that will include spay/neuter surgery with no cost to residents. Additional services requested by the pet owner/caretaker, including vaccinations, are the responsibility of that pet owner/caretaker. These clinics are expected to range between 25-40 animals depending on the number of dogs that are scheduled.
2. In addition, CONTRACTOR will hold 12 separate shelter clinics (1 clinic per month) for Animal Services from July 1, 2024, through June 30, 2025, under the provision of the renewed Sniptember Grant. Clinics will be held separately in collaboration with COUNTY.
3. CONTRACTOR, with input from COUNTY, will determine clinic types and locations within unincorporated Monterey County and the City of Salinas, specifically targeting communities that have a need for domestic animal and feral cat sterilization and areas without regular access to low-cost spay/neuter services.
4. CONTRACTOR will limit participation to unincorporated Monterey County residents or City of Salinas respectively.
5. CONTRACTOR is permitted to bring unowned feral cats that require euthanasia to Animal Services for proper disposal, within regular business hours.

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Amendment No. 2  
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NTE: \$552,500

**A.2** CONTRACTOR shall provide additional separate services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. 10 additional Mobile Spay/Neuter clinics will be conducted between February 2025 and June 2025, with 2 clinics scheduled per month. These clinics will focus on feral cats and as needed to fill a clinic, large dogs, all residing in any Salinas zip code (including both City and County areas).
  - a. **Cost:** Each clinic will cost \$3,750, for a total of \$37,500.
  - b. **Services:** Spay/neuter procedures will be provided at no cost to feral caretakers/owners to include ear tipping. Vaccines are not included.
  - c. **Capacity:** Each clinic will accommodate up to 40 feral cats, with a total goal of 400 ferals being served in the Salinas area during this period.
2. CONTRACTOR shall provide spay/neuter services and additional veterinary services for shelter animals as requested and approved in writing by HRAS staff, for the duration of the Agreement. All services are subject to staff approval and the availability of budgeted funds.
  - a. Invoices for these services shall be separate from any other community clinic service invoices and must include animal ID numbers for each service provided.
  - b. CONTRACTOR shall provide an updated cost per clinic for approval prior to any scheduling. Cost per clinic to include spay/neuter, core vaccines, rabies vaccination and ear tip (feral only\_ with no additional cost to the resident or feral caretaker. Additional services including other vaccinations or microchips that are requested by the pet owner/caretaker are the responsibly of the pet owner/caretaker.

**A.3** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall provide the following data in a report: 1) total number of animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;
2. CONTRACTOR shall track the total number of surgeries per species used with renewed Sniptember grant fund and number of spay/neuter events held.
3. All written reports required under this Agreement must be delivered to the Animal Services Administrator, in accordance with the schedule above.

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## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$552,500** (\$180,000 allotted for County of Monterey mobile clinics, \$90,000 for City of Salinas mobile clinics and \$45,000 for Shelter Sniptember clinics) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

\$3,750 total cost per County of Monterey and City of Salinas mobile clinics, feral, domestic or combination of, to include spay/neuter, and ear tip (feral only), with no additional cost to the resident or feral cat caretaker. Additional services, including vaccinations, requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker.

\$3,750 per shelter Sniptember clinic to include spay/neuter, ear tip (if needed) only. COUNTY will provide all vaccinations as needed.

CONTRACTOR shall invoice COUNTY in accordance to **Exhibit C, SNIP Medical & Surgical Services Main Pricing Sheet** for any services related to Section A.2.2 of this Exhibit A.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

### **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices shall be emailed directly to: [296-FinanceAS@countyofmonterey.gov](mailto:296-FinanceAS@countyofmonterey.gov)

Cc: [burnhamcl@countyofmonterey.gov](mailto:burnhamcl@countyofmonterey.gov)

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[Gonzalezg@countyofmonterey.gov](mailto:Gonzalezg@countyofmonterey.gov)

Invoices may be mailed to: Monterey County Health Department  
Attn: Accounts Payable/Environmental Health  
1270 Natividad Road  
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY. Invoices and statistics are to be submitted after each clinic is provided and will be processed accordingly per County policy and procedure.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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# EXHIBIT C-2

## SNIP Medical & Surgical Services Main Pricing Sheet

**\*\*All prices are at the doctor's discretion**

Spay/Neuter	Price
Cat Spay & Neuter	\$135.00
<b>Dog Neuter</b>	
Dog Neuter (Small)	\$165.00
Dog Neuter (Medium)	\$275.00 - \$300.00
Dog Neuter (Large)	\$375.00
Dog Neuter (XL)	\$450.00
<b>Dog Spay</b>	
Dog Spay (Small)	\$165.00
Dog Spay (Medium)	\$275.00 - \$300.00
Dog Spay (Large)	\$375.00
Dog Spay (XL)	\$450.00
<b>***Pain medications &amp; E-Cone Included for Dogs - However Cats are \$10 if owner requests</b>	
<b>Add Ons</b>	
In Heat - Spay (Dog)	No Charge
Pregnant - Spay (Cat)	No Charge
Pregnant - Spay (Dog)	\$30.00 - \$50.00
Cryptorchid Cat (add on)	\$90.00 - \$100.00
Cryptorchid Dog (add on)	\$90.00 - \$100.00
Umbilical hernia repair (At the time of Surgery)	\$60.00
Deciduous Tooth Extraction (Puppy teeth only >6 months of age at the time of surgery)	\$15.00 (per tooth)
DewClaw Removal (Puppies under 10 weeks) (2 TOES)	\$45.00
Pyometra (Cat)	\$100.00 - \$200.00
Pyometra (Dog)	\$100.00 - \$200.00
Brachycephalic Breeds (Required for Additional Monitoring and Recovery) <b>**This includes IV Catheter and Cerenia Injection</b>	\$200.00
Shelter & Rescue Packages	Price
Injury Package - Cats (Ex: HBC; Limping) <i>(Includes: X-rays, Sedation, oral pain meds, pain injectables)</i>	\$200.00
Injury Package - Dogs <50# (Ex: HBC; Limping) <i>(Includes: X-rays, Sedation, oral pain meds, pain injectables)</i>	\$300.00
Injury Package - Dogs >50# (Ex: HBC; Limping) <i>(Includes: X-rays, Sedation, oral pain meds, pain injectables)</i>	\$350.00
Ear Infection (Basic Cleaning) - Cats and Dogs <i>(Includes: Ear examination, Ear cleaning, Ear medication)</i>	\$115.00
Ear Infection (Deep Cleaning) - Cats and Dogs <50#	\$175.00



<i>(Includes: Sedation, Ear examination, Ear cleaning, Ear medication and oral pain medications)</i>	
Ear Infection (Deep Cleaning) - Dogs >50# <i>(Includes: Sedation, Ear examination, Ear cleaning, Ear medication and oral pain medications)</i>	\$220.00
<b>Add' Surgeries (Sedation Included in Price)</b>	<b>Price</b>
Foxtail Removal Level 1	\$150.00
Foxtail Removal Level 2	\$190.00
Enucleation (per eye) (Cats & Dogs <25#)	\$300.00
Enucleation (per eye) (Dogs >25#)	\$450.00
Entropion (per eyelid)	\$170.00
Amputation (Cat)	\$460.00
Amputation (Dog)	\$845.00
Mastectomy (Chain)	\$800.00
Mastectomy (Single gland)	\$400.00
Mass Removal (Level will be determined based on the doctor's discretion regarding size, removing more than 1 mass, material, time, etc)	
• Level 1	\$350.00
• Level 2	\$500.00
• Level 3	\$700.00
Tail Amputation (Cat)	\$350.00
Tail Amputation (Dog)	\$450.00
Cat Bite Abscess <i>Clinic HQ Code - Abscess - Lance/Flush</i>	\$175.00
Cystotomy (Feline)	\$350.00
Cystotomy (Canine)	\$450.00
Exploratory	\$773.00
Enterotomy	\$400.00
Gastronomy	\$400.00
Splenectomy	\$700.00
Colopexy	\$300.00
Nasopharyngeal Polyp Removal	\$200.00
Inguinal Hernia Repair (Single)	\$500.00
Cherry Eye Tacking (Single gland)	\$350.00
Urinary Obstruction Catheter (Feline)	\$415.00
Wound Repair Level 1	\$175.00
Wound Repair Level 2	\$300.00

Wound Repair Level 3	\$470.00
Tear Duct Flush	\$120.00
Deobstipation	\$170.00
Rectal Prolapse	\$175.00
Anal Gland Flush	\$170.00
Nasal Flush	\$170.00
Toe Amputation (Cat) (per toe)	\$250.00
Toe Amputation (Dog) (per toe)	\$350.00
<b>Diagnostics (in-house)</b>	
Radiographs (whole body, thoracic, abdomen, orthopedic)	\$150.00
Brief Ultrasound <i>(Utilizing Dr. B's portable probe temporarily)</i>	\$100.00
Sedation (Add-On)	\$50.00
<b>Dental Services</b>	
	<b>Price</b>
Dental Routine (Dog & Cat) – Routine Scaling & Polishing	\$500.00
Dental Level 1 (Dog & Cat) - Scaling, polishing and extractions <5 teeth	\$750.00
Dental Level 2 (Dog & Cat) - Scaling, polishing and extractions 5-9 teeth	\$1000.00
Dental Level 3 (Dog & Cat) - Scaling, polishing and extractions >10 teeth	\$1500.00
<b>In House Tests</b>	
	<b>Price</b>
Parvo test	\$15.00
FeLV/FIV test <i>(Zoetis Witness)</i>	\$45.00
Fluorescein stain	\$25.00
Heartworm Test	\$45.00
<b>ANTECH (Outside Laboratory)</b>	
	<b>Price</b>
Feline Retroviral (FeLV/FIV) <i>(SA260)</i>	\$45.00
Canine GI Profile <i>(T950)</i>	\$190.00
Feline GI Profile <i>(T955)</i>	\$190.00
HW antigen <i>(T615)</i>	\$20.00
Keyscreen GI Parasite <i>(T991)</i>	\$45.00
Senior Profile w/ SDMA + UA <i>(KS705)</i>	\$190.00
Accuplex 4 <i>(AC100)</i>	\$25.00
Ringworm PCR <i>(T982)</i>	\$55.00
Total Body Function w/ SDMA (w/o Urine) <i>(SA120)</i>	\$140.00
Urine culture and Sensitivity	\$240.00
Histopathology (2 sites)	\$300.00

Urinalysis - Complete <i>(Includes US guided cystocentesis)</i>	\$85.00
Culture & Sensitivity (Anaerobic, Aerobic) - Skin	\$325.00
PreOp Scrn w/Electrolytes,SDMA,CBC <i>(SA516)</i>	\$60.00
Medications	Price
Albon Oral Suspension <i>(7-day supply)</i>	\$20.00
Animax 7.5 mL <i>(per tube)</i>	\$15.00
Azithromycin suspension 200 mg/5mL <i>(Bottle)</i>	\$20.00
Azithromycin suspension 100mg/5mL <i>(Bottle)</i>	\$20.00
Azithromycin 250 mg <i>(7-day supply)</i>	\$10.00
Carprofen 75 mg tablet <i>(5-day supply)</i>	\$12.00
Carprofen 100 mg tablet <i>(5-day supply)</i>	\$15.00
Carprofen 25 mg tablet <i>(5-day supply)</i>	\$10.00
Carprofen 50 mg/mL <i>(Dogs under 40#)</i>	\$25.00
Carprofen 50 mg/mL <i>(Dogs over 40#)</i>	\$45.00
Capstar <i>(per tablet)</i>	\$10.00
Cerenia 16 mg <i>(3-day supply)</i>	\$25.00
Cerenia 24 mg <i>(3-day supply)</i>	\$25.00
Cerenia 60 mg <i>(3-day supply)</i>	\$30.00
Cerenia Injection <i>(per mL)</i>	\$25.00
Betaicillin tablets <i>(10-day supply)</i>	\$45.00
Chlorhexidine Wipes <i>(In-house wipes)</i>	\$8.00
Betaicillin liquid suspension <i>(Bottle)</i>	\$30.00
Buprenorphine Injection <i>(Under 50#)</i>	\$22.00
Buprenorphine Injection <i>(Over 50#)</i>	\$30.00
Cephalexin 150 mg <i>(10-day supply)</i>	\$20.00
Cephalexin 250 mg <i>(10-day supply)</i>	\$12.00
Cephalexin 500 mg <i>(10-day supply)</i>	\$12.00
Clindamycin 150 mg <i>(14-day supply)</i>	\$18.00
Clindamycin 75 mg <i>(14-day supply)</i>	\$25.00
Clindamycin liquid – ZydaClin (Bottle)	\$10.00
Convenia Injection <i>(for cats &amp; small puppies &lt;15#)</i>	\$45.00
Cytopoint 10 mg <i>(per vial)</i>	\$65.00
Cytopoint 20 mg <i>(per vial)</i>	\$75.00
Cytopoint 30 mg <i>(per vial)</i>	\$85.00
Cytopoint 40 mg <i>(per vial)</i>	\$95.00

Diphenhydramine (50 mg/mL) <i>(per injection)</i>	\$10.00
DexSP (4mg/mL) <i>(per injection)</i>	\$10.00
Doxycycline 100 mg <i>(14-day supply)</i>	\$25.00
Drontal <i>(per tablet)</i>	\$15.00
Erythromycin	\$20.00
Enrofloxacin 136 mg <i>(7-day supply)</i>	\$20.00
Enrofloxacin 68 mg <i>(7-day supply)</i>	\$18.00
Enrofloxacin 22.7 mg <i>(7-day supply)</i>	\$15.00
Claro <i>(per tube)</i>	\$35.00
Fluconazole 40 mg/mL (Bottle)	\$90.00
Gabapentin 100 mg <i>(7-day supply)</i>	\$10.00
Gabapentin 300 mg <i>(7-day supply)</i>	\$10.00
Ketoconazole 200 mg <i>(21-day supply)</i>	\$20.00
Meloxicam suspension <i>(3-day supply)</i>	\$8.00
Meloxicam Injection	\$12.00
Depo-medrol Injection (40 mg/mL) Injection	\$25.00
Metronidazole <i>(14-day supply)</i>	\$15.00
Mirtazapine transdermal (Bottle)	\$40.00
Mupirocin Ointment	\$18.00
Onsior <i>(3-day supply)</i>	\$20.00
Ofloxacin Ophthalmic Solution 0.3% 10 mL	\$20.00
Panacur <i>(3-day supply)</i>	\$10.00
Pet-Tinic 4oz	\$18.00
Praziquantel Injection <i>(per injection)</i>	\$20.00
Prednisolone 5 mg <i>(Up to 30 tablets)</i>	\$8.00
Prednisone 10 mg <i>(Up to 30 tablets)</i>	\$8.00
PredNISolone Acetate Eye Drops	\$55.00
Pyrantal <i>(single dose)</i>	\$5.00
Solensia <i>(per vial) - CATS</i>	\$80.00
Sucralfate <i>(5-day supply)</i>	\$9.00
Terramycin	\$30.00
Terbinafine 250 mg <i>(Up to 21 tablets)</i>	\$15.00
Trazodone 100 mg <i>(7-day tablet)</i>	\$5.00
Trazodone 50 mg <i>(7-day tablet)</i>	\$5.00

Tresaderm (7.5 mL Bottle)	\$40.00
Tobramycin with Dexamethasone (1 mL) Nasal Drops	\$25.00
Virbanel (25-200#) (per tablet)	\$20.00
Virbanel (6-25#) (per tablet)	\$10.00
Vetericyn Plus VF Spray (3 oz)	\$18.00
Marbofloxacin 25 mg (7-day supply)	\$25.00
Serum Eye Drops (In-House)	\$45.00
<b>Vaccines</b>	<b>Price</b>
DAPP	\$20.00
FVRCP	\$20.00
Rabies	\$20.00
Leptospirosis	\$30.00
Influenza	\$45.00
Feline Leukemia (with proof of negative FeLV test)	\$40.00
Bordetella (intranasal)	\$30.00
<b>Miscellaneous</b>	<b>Price</b>
Nail Trim	\$10.00
Anal Gland Expression	\$40.00
SQ Fluids (Treatment In-House)	\$25.00
Recovery Cone	\$10.00
Microchipping	\$25.00
Physical Examination	\$45.00
Ear Cleaning	\$20.00
IV Fluid therapy w/ Catheter placement	\$85.00
IV Catheter Placement	\$20.00
IV Catheter Replacement	\$20.00
Bandage Application	\$45.00
Bandage Change	\$45.00
Splint Placement (Cats) <i>Includes: bandage material and splint</i>	\$100.00
Splint Placement (Dogs) <i>Includes: Bandage material and splint</i>	\$150.00
Enema	\$20.00
Needles (20 total)	\$8.00
IV fluid line (each)	\$12.00
LRS bag (each)	\$15.00

Clip and Clean Wounds (w/o Sedation \$\$)	\$25.00
Punch Biopsy	\$30.00
Pluck & Clean Ears	\$50.00
Chill Protocol (Prescribed) - 7-day course of Trazodone and Gabapentin	\$20.00

**COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number:   A-17388  

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services  
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “COUNTY”) and **PCH TREATMENT, INC.** (hereinafter “CONTRACTOR”).

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. DEFINITIONS**

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

“Behavioral Health Information Notice” or “BHIN” means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

“Beneficiary” or “client” mean the individual(s) receiving services.

C. DHCS

“DHCS” means the California Department of Health Care Services.

## II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **CONTRACTOR will provide full-time Obsessive Compulsive Disorder (OCD) treatment and supportive housing services as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.**

## III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION

EXHIBIT B: PAYMENT AND BILLING PROVISIONS

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION

EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

EXHIBIT F: BEHAVIORAL HEALTH INVOICE FORM

EXHIBIT G: AUDITS AND AUDIT APPEALS

EXHIBIT H: BUSINESS ASSOCIATE AGREEMENT

## IV. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, ~~as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.~~
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.



## V. TERM AND TERMINATION

- A. Term. This Agreement shall be effective March 25, 2025 and shall remain in effect until July 15, 2025.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
  2. CONTRACTOR'S failure to abide by Grievance decisions;
  3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
  4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;
  5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;
  6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
  7. CONTRACTOR loses its licensure or certification;
  8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
  9. Breach by CONTRACTOR of any confidentiality obligation;
  10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
  11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
  13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
  14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.
- E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
  2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
  3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
  4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit E to this Agreement, indemnification described in Section

XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

- 5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY’S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

**VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS**

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

~~**VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS**~~

~~**A. ICD-10**~~

- ~~1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.~~
- ~~2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.~~
- ~~3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.~~

~~VIII. PROGRAM INTEGRITY~~

~~A. GENERAL~~

~~As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).~~

~~B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS~~

- ~~1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.~~
- ~~2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.~~
- ~~3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.~~
- ~~4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:
  - ~~a. Any limitations or inability that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;~~
  - ~~b. A history of loss of license or felony convictions;~~
  - ~~c. A history of loss or limitation of privileges or disciplinary activity;~~
  - ~~d. A lack of present illegal drug use; and~~
  - ~~e. The application's accuracy and completeness~~~~
- ~~5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.~~
- ~~6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.~~

~~7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up to date, updated information shall be obtained from network providers to complete the re-credentialing process.~~

~~C. SCREENING AND ENROLLMENT REQUIREMENTS~~

~~1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))~~

~~2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120 day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))~~

~~3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).~~

**IX. CONTRACT MONITORING AND QUALITY CONTROL**

- A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.
- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

## X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
  2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
    - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.
    - b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

## XI. PATIENT RIGHTS

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

~~C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (1), (3) and (4).~~

~~D. Continuity of Care~~

~~CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)~~

~~E. Network Adequacy~~

~~1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).~~

~~2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.~~

~~3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.~~

~~4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (1), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.~~

~~F. Practice Guidelines~~

~~1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:~~

- ~~a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;~~
  - ~~b. They consider the needs of the clients;~~
  - ~~c. They are adopted in consultation with contracting health care professionals; and~~
  - ~~d. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).~~
- ~~2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(e)).~~

~~G. Provider Application and Validation for Enrollment (PAVE)~~

- ~~1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.~~
- ~~2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.~~

~~H. Physician Incentive Plan~~

~~If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(e).~~

~~I. Reporting Unusual Occurrences~~

- ~~1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.~~
- ~~2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:~~



- a. Complete written description of event including outcome;
  - b. Written report of CONTRACTOR's investigation and conclusions;
  - c. List of persons directly involved and/or with direct knowledge of the event.
3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

~~J. Client Informing Materials~~

~~1. Basic Information Requirements~~

- ~~a. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(e)(1))  
CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6).  
CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.~~
- ~~b. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)~~
- ~~c. CONTRACTOR shall utilize the COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.~~
- ~~d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(e)(4)(ii), 438.62(b)(3))~~
- ~~e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:
  - ~~i. The format is readily accessible;~~
  - ~~ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;~~
  - ~~iii. The information is provided in an electronic form which can be electronically retained and printed;~~
  - ~~iv. The information is consistent with the content and language requirements of this agreement;~~~~

- v. ~~The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)~~

## ~~2. Language and Format~~

- a. ~~CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))~~
- b. ~~CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.~~
- c. ~~CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))~~
  - i. ~~CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))~~
- d. ~~CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4))~~
- e. ~~CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).~~
- f. ~~Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.~~

## ~~3. Beneficiary Informing Materials~~

- a. ~~Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:~~
  - i. ~~Guide to Medi-Cal Mental Health Services~~
  - ii. ~~COUNTY Beneficiary Handbook (BHIN 22-060)~~
  - iii. ~~Provider Directory~~
  - iv. ~~Advance Health Care Directive Form (required for adult clients only)~~

- ~~v. — Notice of Language Assistance Services available upon request at no cost to the client~~
- ~~vi. — Language Taglines~~
- ~~vii. — Grievance/Appeal Process and Form~~
- ~~viii. — Notice of Privacy Practices~~
- ~~ix. — Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)~~
- ~~b. — CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.~~
- ~~e. — CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.~~
- ~~d. — Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.~~
- ~~e. — Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.~~
- ~~f. — Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:
  - ~~i. — Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;~~
  - ~~ii. — Mails a printed copy of the information upon the client's request to the client's mailing address;~~
  - ~~iii. — Provides the information by email after obtaining the client's agreement to receive the information by email;~~
  - ~~iv. — Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,~~~~

- ~~v. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.~~

~~4. Provider Directory~~

- ~~a. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.~~
- ~~b. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).~~
- ~~c. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.~~
- ~~d. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.~~

**XII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION**

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

**XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE**

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report

including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR’S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act’s reporting requirements.
  
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act’s reporting requirements.

**XIV. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. “CONTRACTOR’S performance” includes CONTRACTOR’S action or inaction and the action or inaction of CONTRACTOR’S officers, employees, agents and subcontractors.

**XV. INSURANCE**

- A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.  
 This verification of coverage shall be sent to the COUNTY’S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
  2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
  3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
  4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.
- D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete 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 Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

## ~~XVI. BUDGET~~

~~CONTRACTOR shall submit the Budget and Expenditure Report provided as Exhibit H, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.~~

## XVII. ACCESS TO AND AUDIT OF RECORDS

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.
- D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

## **XVIII. NON-DISCRIMINATION**

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex,



gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such 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 unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

- B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:
1. California Code of Regulations, Title 9, §§ 526, 527;
  2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
  3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
  4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);

5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.
- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.
- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

**XIX. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and

policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

**XX. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

**XXI. INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR

shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

## **XXII. SUBCONTRACTING**

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

## **XXIII. GENERAL PROVISIONS**

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. 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.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that

ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

- G. 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.
- H. 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.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. 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.

## **XXIV. NOTICES AND DESIGNATED LIAISONS**

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

### **COUNTY OF MONTEREY**

Melanie Rhodes, LMFT, LPCC, CCISM  
Interim Behavioral Health Bureau Chief/  
Behavioral Health Director  
County of Monterey, Health Department  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4510

### **CONTRACTOR**

Jordan D. Blunt  
Admissions Coordinator  
PCH Treatment, Inc.  
11965 Venice Blvd, Suite 202  
Los Angeles, CA, 90066  
(424)410-9913

(The remainder of this page is left intentionally blank)

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

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Contracts/Purchasing Officer

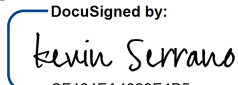
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
DocuSigned by:  
C7A30BA59CA8423...  
Department Head (if applicable)


Date: 6/26/2025 | 4:39 PM PDT

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>  
By:  \_\_\_\_\_  
DocuSigned by:  
CF464EA4829E4B5...  
County Counsel

Date: 5/27/2025 | 4:37 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>  
By:  \_\_\_\_\_  
DocuSigned by:  
4E7E657875454AE...  
Auditor-Controller's Office

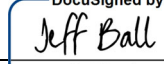
Date: 5/28/2025 | 10:02 AM PDT

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**PCH Treatment, Inc.**


Contractor's Business Name \*

By:  \_\_\_\_\_  
DocuSigned by:  
(Signature of Chair, President,  
or Vice-President) \*

**Jeff Ball, President and Chief Financial Officer**

Name and Title

Date: 5/9/2025 | 4:29 PM PDT

By:  \_\_\_\_\_  
DocuSigned by:  
BFB1A2AAB28D45D...  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer) \*

**Jeff Ball, President and Chief Financial Officer**

Name and Title

Date: 5/9/2025 | 4:29 PM PDT

County Board of Supervisors' Agreement Number: A-17388

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made to Insurance or Indemnification provisions

## **EXHIBIT A: PROGRAM DESCRIPTION**

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### **I. IDENTIFICATION OF PROVIDER**

PCH Treatment, Inc.  
11965 Venice Blvd. Suite 202  
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

### **II. PROGRAM GOALS AND OBJECTIVES**

#### **MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM**

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

#### **A. TREATMENT SERVICES**

##### **1. Description**

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions



- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

## **B. POPULATION/CATCHMENT AREA TO BE SERVED**

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

## **C. CLINICAL RECORDS**

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall cooperate with the transfer of records as may be required.

## **D. DESIGNATED CONTRACT MONITOR**

Jackie Townsend, MS LMFT  
Behavioral Health Services Manager II  
Access to Treatment Salinas and CalWORKs  
Monterey County Health Department  
1441 Constitution Blvd. Bldg. 400 Ste. 200  
Salinas, CA 93906

## **III. SERVICE PROVISIONS**

### **A. Certification of Eligibility**

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS.

### **B. Access to Specialty Mental Health Services**

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
  - a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
  - b. The client has at least one of the following:
    - a. A significant impairment,
    - b. A reasonable probability of significant deterioration in an important area of life functioning,
    - c. A reasonable probability of not progressing developmentally as appropriate, or
    - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
    - e. The client's condition listed above is due to one of the following:
      - a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
      - b. A suspected mental health disorder that has not yet been diagnosed.
      - c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:
  - a. The client has one or both of the following:
    - i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

- ii. A reasonable probability of significant deterioration in an important area of life functioning.
- b. The client's condition as described in paragraph (a) is due to either of the following:
  - i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
  - ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

- a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:
  - i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
  - ii. The service was not included in an individual treatment plan; or
  - iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

- a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

C. Medical Necessity

- 1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.
- 2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

D. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client’s care, in satisfaction of state and federal privacy laws and regulations.

E. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:
  - a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

- b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

#### **IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

##### **A. Services Authorization**

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.
2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.
3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.
4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

##### **B. Telehealth**

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:  
  
<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at

least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

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**EXHIBIT B: PAYMENT AND BILLING PROVISIONS**

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**I. PAYMENT TYPES**

Fixed Service Rate up to maximum contract amount.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY’S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR’S commitment to provide care and services in accordance with the terms of this Agreement.

**III. PAYMENT RATE**

CONTRACTOR shall be reimbursed at the following negotiated rate:

<b>FY 2024-26</b>			
<b>Service Description</b>	<b>Estimated UOS</b>	<b>Rate Per 28-day Cycle*</b>	<b>Total Amount</b>
Treatment, Room & Board (Private)	First Cycle (Initial 28 days)	\$77,000.00	\$77,000.00
	Three (3) Continuation Cycles	\$67,000.00	\$201,000.00
<b>FY 2024-26 Maximum Liability Amount</b>			<b>\$278,000.00</b>

\* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

**IV. PAYMENT CONDITIONS**

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less

any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit F, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit F, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s)



submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. ~~Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

**V. MAXIMUM OBLIGATION OF COUNTY**

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$278,000 for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	\$278,000
<b>TOTAL MAXIMUM COUNTY OBLIGATION:</b>	<b>\$278,000</b>

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

## VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

**VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

**VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1

of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

**XI. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”

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**EXHIBIT C:  
CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.


Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.***

DocuSigned by:  
  
BFB1A2AAB28D46D...  
Signature of Authorized Representative  
5/9/2025 | 4:29 PM PDT  
Date

PCH Treatment, Inc.  
Business Name of Contractor  
  
Jeff Ball  
Name of Authorized Representative (printed)  
  
President and Chief Financial Officer  
Title of Authorized Representative



**EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.


Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;
- B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name	PCH Treatment, Inc.		
Name of Contractor's Designee	Jeff Ball		
Title of Designee	President and Chief Financial Officer		
Street 11965 Venice Blvd, Suite 200			
City	Los Angeles	State	CA Zip 90066
IRS Employer Identification Number	271020104		
I certify that the above information is complete and correct to the best of my knowledge and belief.			
 ----- Signature of Contractor		Date 5/9/2025   4:29 PM PDT	

**EXHIBIT E:**  
**ASSURANCE OF COMPLIANCE WITH**  
**MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY**

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In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

**Organizations in a Culturally Competent Service System Promote:**

**Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

**Collaboration**

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

**Access**

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

**Cultural Competent Services:**

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.

- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and

preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.
4. Support the county’s goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.***

DocuSigned by:  
  
 BEB1A2AAB28D45D

Signature of Authorized Representative

5/9/2025 | 4:29 PM PDT

Date

PCH Treatment, Inc.  
Contractor (Organization Name)

Jeff Ball  
Name of Authorized Representative

President and Chief Financial Officer  
Title of Authorized Representative

**EXHIBIT F: COST REIMBURSEMENT INVOICE FORM**

<b>Contractor :</b>	PCH Treatment, Inc.	<b>Invoice Number :</b>	
<b>Address Line 1</b>	11965 Venice Blvd. Suite 202, Los Angeles, CA, 90066	<b>County PO No. :</b>	
<b>Address Line 2</b>		<b>Invoice Period :</b>	
<b>Tel. No.:</b>			
<b>Fax No.:</b>			
<b>Contract Term:</b>	March 25, 2025 - July 15, 2025	<b>Final Invoice :</b>	(Check if Yes) <input type="checkbox"/>
<b>BH Division :</b>		<b>BH Control Number</b>	

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2024 25	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
							0	0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
							0	0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
							0	0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
							0	0	#DIV/0!	\$ -			\$ -	\$0	#DIV/0!
<b>TOTALS</b>				0	0	0	0	0	#DIV/0!	\$0	0.00	0.00	0.00	\$0	#DIV/0!

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Chief Financial Officer Telephone: \_\_\_\_\_

Send to: [MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)  
 Behavioral Health Claims Section

Behavioral Health Authorization for Payment  
 \_\_\_\_\_  
 Authorized Signatory Date

## **EXHIBIT G: AUDITS AND AUDIT APPEALS**

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### **I. AUDITS AND AUDIT APPEALS**

- A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.
- B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.
1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
  2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
  3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.
3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
  - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
  - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report within which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

## **II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. Paid in one cash payment by CONTRACTOR to COUNTY;
2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
  4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR
  5. A combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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**EXHIBIT H:  
BUSINESS ASSOCIATE AGREEMENT**

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**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) effective March 25, 2025 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and PCH Treatment, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

**RECITALS**

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, 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”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

**AGREEMENT**

**1. DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement (“Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the 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);

(d) Disclose PHI for the proper management and administration of

Business Associate or to carry out the legal responsibilities of Business Associate as 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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and

method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity’s acceptance of such practices or waiver of Covered Entity’s rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) 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 and the HITECH Act. At a minimum, the Business Associate shall provide 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 ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors 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;

(h) 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 to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; 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. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, 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;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days

of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments: Waiver.** This BAA 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 HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA 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 BAA 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 or

email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

PCH Treatment, Inc.  
Attn: Jeff Ball  
11965 Venice Blvd, Suite 202  
Los Angeles, CA, 90066  
Phone: (424)410-9913  
Fax:  
Email: jball@pchtreatment.com

If to Covered Entity, to:

County of Monterey Health Department  
Attn: Compliance/Privacy Officer  
1270 Natividad Road  
Salinas, CA 93906  
Phone: 831-755-4018  
Fax: 831-755-4797  
Email: sumeshwarsd@countyofmonterey.gov

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 BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law: Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, 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 provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.


**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. ~~Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:~~

<b>Unique Patients</b>	<b>Coverage</b>
<del>Less than 12,001</del>	<del>\$2,000,000</del>
<del>12,001 - 30,000</del>	<del>\$3,000,000</del>
<del>30,001 - 60,000</del>	<del>\$5,000,000</del>
<del>More than 60,000</del>	<del>\$10,000,000</del>

~~If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.~~

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat

DS  


6/27/2025 | 10:30 AM PDT

DS  


5/20/2025 | 8:33 AM PDT

thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By: \_\_\_\_\_  
DocuSigned by:  
*Jeff Ball*  
BFB1A2AAB28D45D...

By: \_\_\_\_\_  
DocuSigned by:  
*Elsa M. Jimenez*  
C7A30BA99CA8423...

Print Name: Jeff Ball

Print Name: Elsa M. Jimenez

Print Title: President and Chief Financial Officer

Print Title: Director of Health

Date: 5/20/2025 | 8:33 AM PDT

Date: 6/26/2025 | 4:39 PM PDT

**RENEWAL AND AMENDMENT NO. 1 TO  
MENTAL HEALTH SERVICES AGREEMENT A-17388  
BY AND BETWEEN  
COUNTY OF MONTEREY AND PCH TREATMENT, INC.**

**THIS RENEWAL AND AMENDMENT NO. 1** to MENTAL HEALTH SERVICES AGREEMENT A-17388 by and between **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **PCH TREATMENT, INC.**, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the COUNTY and CONTRACTOR entered into AGREEMENT A-17388 for the provision of mental health services in the amount of \$278,000 for the term March 25, 2025 to July 15, 2025; and

**WHEREAS**, the AGREEMENT expired by its terms on July 15, 2025; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to renew and amend AGREEMENT A-17388 as specified below:

1. Extend full agreement term from March 25, 2025 to December 31, 2025.
2. Increase services and original contract amount by \$335,000.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend AGREEMENT A-17388 in the following manner:

1. Section V. TERM AND TERMINATION, A. Term. is hereby amended and restated to read in its entirety as follows:

*“This Agreement shall be effective March 25, 2025 and shall remain in effect until December 31, 2025.”*
2. EXHIBIT B: PAYMENT PROVISIONS is replaced with EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to Exhibit B shall be construed to refer to EXHIBIT B-1: PAYMENT PROVISIONS.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement.
4. This RENEWAL AND AMENDMENT NO. 1 increases the current contract amount of \$278,000 by \$335,000 for a total not to exceed new maximum contract amount of \$613,000.
5. This RENEWAL AND AMENDMENT NO. 1 shall be effective July 16, 2025.
6. A copy of this RENEWAL AND AMENDMENT NO. 1 shall be attached to the original Agreement A-17388 executed by the County on June 26, 2025.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 1 to Agreement A-17388 as of the day and year written below.

COUNTY OF MONTEREY
By: Elsa Jimenez, Director of Health
Date
<i>Approved as to Form</i>
DocuSigned by: <i>Kevin Serrano</i> CF464EA4829E4B5...
By: Office of County Counsel <sup>1</sup>
Date: 7/17/2025   4:29 PM PDT
<i>Approved as to Fiscal Provisions</i>
DocuSigned by: <i>Patricia Ruiz</i> E79EF64E57454E6...
By: Auditor/Controller <sup>2</sup>
Date: 7/18/2025   7:52 AM PDT
Approved as to Liability Provisions
By: Risk Management <sup>3</sup>
Date

PCH TREATMENT, INC.
DocuSigned by: <i>Jeff Ball</i> BF81A2AAB28D46D...
By: Jeff Ball, President and CFO
Date: 7/17/2025   10:47 AM PDT

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Council is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

## **EXHIBIT A: PROGRAM DESCRIPTION**

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### **I. IDENTIFICATION OF PROVIDER**

PCH Treatment, Inc.  
11965 Venice Blvd. Suite 202  
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

### **II. PROGRAM GOALS AND OBJECTIVES**

#### **MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM**

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

#### **A. TREATMENT SERVICES**

##### **1. Description**

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions

- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
  - PCH Program Orientation for family members (client consent required during admit) (1st cycle)
2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

## **B. POPULATION/CATCHMENT AREA TO BE SERVED**

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

## **C. CLINICAL RECORDS**

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall cooperate with the transfer of records as may be required.

## **D. DESIGNATED CONTRACT MONITOR**

Jackie Townsend, MS LMFT  
Behavioral Health Services Manager II  
Access to Treatment Salinas and CalWORKs  
Monterey County Health Department  
1441 Constitution Blvd. Bldg. 400 Ste. 200  
Salinas, CA 93906

## **III. SERVICE PROVISIONS**

### **A. Certification of Eligibility**

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS.

### **B. Access to Specialty Mental Health Services**

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
  - a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
  - b. The client has at least one of the following:
    - a. A significant impairment,
    - b. A reasonable probability of significant deterioration in an important area of life functioning,
    - c. A reasonable probability of not progressing developmentally as appropriate, or
    - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
  - e. The client's condition listed above is due to one of the following:
    - a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
    - b. A suspected mental health disorder that has not yet been diagnosed.
    - c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:
  - a. The client has one or both of the following:



- i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
- ii. A reasonable probability of significant deterioration in an important area of life functioning.
- b. The client's condition as described in paragraph (a) is due to either of the following:
  - i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
  - ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

- a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:
  - i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
  - ii. The service was not included in an individual treatment plan; or
  - iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

- a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

C. Medical Necessity

- 1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.
- 2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent

significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

#### D. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client’s care, in satisfaction of state and federal privacy laws and regulations.

#### E. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:
  - a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met,

even if the assessment ultimately indicates the client does not meet criteria for SMHS.

- b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

#### **IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

##### **A. Services Authorization**

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.
2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.
3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.
4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

##### **B. Telehealth**

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

(The remainder of this page is left intentionally blank)

**EXHIBIT B: PAYMENT AND BILLING PROVISIONS**

**I. PAYMENT TYPES**

Fixed Service Rate up to maximum contract amount.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY’S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR’S commitment to provide care and services in accordance with the terms of this Agreement.

**III. PAYMENT RATE**

CONTRACTOR shall be reimbursed at the following negotiated rate:

<b>FY 2024-26</b>			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	Initial Treatment Cycle (Initial 28 days of Treatment)	\$77,000.00	\$77,000.00
	Eight (8) Continuation Cycles (28 days per cycle)	\$67,000.00	\$536,000.00
<b>FY 2024-26 Maximum Liability Amount</b>			<b>\$613,000.00</b>

\* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

**IV. PAYMENT CONDITIONS**

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such

services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Rate, which is based on the most recent State’s Medi-Cal Behavioral Health Service Fee Schedules established by the State’s Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County’s Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit F, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit F, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. ~~Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

**V. MAXIMUM OBLIGATION OF COUNTY**

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$613,000 for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	\$613,000

<b>TOTAL MAXIMUM COUNTY OBLIGATION:</b>	<b>\$613,000</b>
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- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY’S maximum liability under this Agreement.
  
- D. If for any reason this Agreement is canceled, COUNTY’S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
  
- E. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

**VI. BILLING AND PAYMENT LIMITATIONS**

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY’S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
  
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR’S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
  
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator’s designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
  
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded



Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

**VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

**VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal

program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
  - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
  - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
  - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must

submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

**XI. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”

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**COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: \_\_\_\_\_

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services  
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “COUNTY”) and **COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA** (hereinafter “CONTRACTOR”).

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. DEFINITIONS**

**A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)**

“Behavioral Health Information Notice” or “BHIN” means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

**B. BENEFICIARY OR CLIENT**

“Beneficiary” or “client” mean the individual(s) receiving services.

**C. DHCS**

“DHCS” means the California Department of Health Care Services.

## II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Hospital Inpatient and Day Treatment Intensive Services on an Inpatient Fee-for-Service Medi-Cal program, and Crisis Stabilization Unit Services.**

## III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

- EXHIBIT A: PROGRAM DESCRIPTION -- Medi-Cal Fee for Service Program / Crisis Stabilization Unit
- EXHIBIT B: PAYMENT AND BILLING PROVISIONS – Medi-Cal Fee for Service Program / Crisis Stabilization Unit
- EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
- EXHIBIT H: AUDITS AND AUDIT APPEALS
- EXHIBIT I: REQUIREMENTS FOR 5150 DESIGNATION

## IV. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

## V. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **July 1, 2025** and shall remain in effect until **June 30, 2026**.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
  2. CONTRACTOR'S failure to abide by Grievance decisions;
  3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
  4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;
  5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;
  6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
  7. CONTRACTOR loses its licensure or certification;
  8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
  9. Breach by CONTRACTOR of any confidentiality obligation;
  10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
  11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;



12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
  13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
  14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.
- E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
  2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
  3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
  4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in

accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

## **VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS**

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

## **VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

### **A. ICD-10**

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

## VIII. PROGRAM INTEGRITY

### A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

### B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.
2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.
3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.
4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:
  - a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
  - b. A history of loss of license or felony convictions;
  - c. A history of loss or limitation of privileges or disciplinary activity;
  - d. A lack of present illegal drug use; and
  - e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.
6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.
7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

**C. SCREENING AND ENROLLMENT REQUIREMENTS**

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))
2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))
3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

**IX. CONTRACT MONITORING AND QUALITY CONTROL**

- A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System (“CSI”). Units of time reporting are subject to special review and audit.
- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

**X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS**

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY’S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
  - 1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children’s Insurance Program, except for emergency services.
  - 2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General (“OIG”) or the California State Medi-Cal Suspended and Ineligible Provider List (“S&I”) maintained by the California Department of Health Care Services (DHCS).

- a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.
- b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

## **XI. PATIENT RIGHTS**

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.
- C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (1), (3) and (4).
- D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

### E. Network Adequacy

1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).
2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.
4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

F. Practice Guidelines

1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:
  - a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
  - b. They consider the needs of the clients;
  - c. They are adopted in consultation with contracting health care professionals; and
  - d. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).
2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Incentive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:
  - a. Complete written description of event including outcome;
  - b. Written report of CONTRACTOR's investigation and conclusions;
  - c. List of persons directly involved and/or with direct knowledge of the event.
3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

J. Client Informing Materials

1. Basic Information Requirements
  - a. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
  - b. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
  - c. CONTRACTOR shall utilize the COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
  - d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))



- e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:
  - i. The format is readily accessible;
  - ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;
  - iii. The information is provided in an electronic form which can be electronically retained and printed;
  - iv. The information is consistent with the content and language requirements of this agreement;
  - v. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

## 2. Language and Format

- a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))
- b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
- c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))
  - i. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))
- d. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))
- e. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

- f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

### 3. Beneficiary Informing Materials

- a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:
  - i. Guide to Medi-Cal Mental Health Services
  - ii. COUNTY Beneficiary Handbook (BHIN 22-060)
  - iii. Provider Directory
  - iv. Advance Health Care Directive Form (required for adult clients only)
  - v. Notice of Language Assistance Services available upon request at no cost to the client
  - vi. Language Taglines
  - vii. Grievance/Appeal Process and Form
  - viii. Notice of Privacy Practices
  - ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
- b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
- c. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
- d. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.
- e. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

- f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:
  - i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
  - ii. Mails a printed copy of the information upon the client's request to the client's mailing address;
  - iii. Provides the information by email after obtaining the client's agreement to receive the information by email;
  - iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
  - v. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

#### 4. Provider Directory

- a. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.
- b. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
- c. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.
- d. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

## **XII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION**

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all

services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

- B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

**XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE**

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR’S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.
- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act’s reporting requirements.
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act’s reporting requirements.

**XIV. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing

or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

## **XV. INSURANCE**

- A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.  
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.
- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
  2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.
- D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete 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 Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

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

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made

in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

## **XVI. ACCESS TO AND AUDIT OF RECORDS**

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.
- D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this

Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

## **XVII. NON-DISCRIMINATION**

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR’S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such 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 unlawful discrimination. In addition, CONTRACTOR’S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B. Discrimination defined. The term “discrimination,” as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 (“Procedures for Investigation and Resolution of Discrimination Complaints”); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures



established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

### **XVIII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

### **XIX. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or

organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

## **XX. INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

## **XXI. SUBCONTRACTING**

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

## **XXII. GENERAL PROVISIONS**

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. 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.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- G. 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.
- H. 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.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. 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.
- R. Format of Deliverables: For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

**XXIII. NOTICES AND DESIGNATED LIAISONS**

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

**COUNTY OF MONTEREY**

Melanie Rhodes  
Behavioral Health Bureau Chief  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4580

**CONTRACTOR**

Mike McDermott, MD  
President / CEO  
Community Hospital of the Monterey  
Peninsula  
PO Box HH  
Monterey, CA 93942  
(831) 625-4503

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

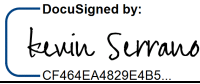
**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Department Head

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By:  \_\_\_\_\_  
County Counsel

Date: 7/17/2025 | 9:02 AM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By:  \_\_\_\_\_  
Auditor-Controller's Office

Date: 7/17/2025 | 3:36 PM PDT

Reviewed as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA**

**CONTRACTOR NAME**

Contractor's Business Name \*

By:  \_\_\_\_\_

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

Mike McDermott, MD, President / CEO

Name and Title

Date: 7/2/2025 | 9:04 PM PDT

By:  \_\_\_\_\_

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

Matthew Morgan, Vice President / CFO

Name and Title

Date: 7/2/2025 | 10:42 AM PDT

County Board of Supervisors' Agreement Number: \_\_\_\_\_

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

<sup>1</sup>Approval by the Office of the County Counsel is required.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

**EXHIBIT A: PROGRAM 1 DESCRIPTION – Medi-Cal Fee-for-Service Program**

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**I. IDENTIFICATION OF PROVIDER**

Community Hospital of the Monterey Peninsula  
 P.O. BOX HH  
 Monterey, CA 93942

**II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE**

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

**III. PROGRAM NARRATIVE**

Community Hospital of the Monterey Peninsula (CHOMP) will provide specialty inpatient professional and mental health services designed to insure appropriate psychiatric treatment within a secure setting.

**IV. PROGRAM GOALS**

The goal of the inpatient unit is to treat and stabilize patients who meet Medical Necessity Criteria for specialty inpatient mental health services and to coordinate with other programs within the local behavioral health system so as to enable all clients to function at an optimum level within the community.

**V. PROGRAM OBJECTIVES**

- A. To reduce acute symptoms that prevent patients from functioning in a community-based setting.
- B. To reduce the need for specialty inpatient mental health services by providing a transition between the hospital and community-based services.
- C. To provide appropriate referrals to medical, social and behavioral health services.

**VI. TREATMENT SERVICES EACH FISCAL YEAR**

Type of Service: Acute Inpatient-Psychiatric  
 Mode of Service: 24 hour services, 7 days a week (hospital days)

Contracted Units of Services:

Contracted Units of Service*	FY 2025-26
Acute Inpatient - Psychiatric	90
Hospital Inpatient Administrative Day	10

\* Notwithstanding anything to the contrary, the parties hereto understand and agree that the units

of service limitations included in the Agreement for Acute Inpatient – Psychiatric and Hospital Inpatient Administrative Day apply to services provided for individuals with no coverage for whom the County is financially responsible, and do not apply to services provided to patients covered by Medi-Cal.

## **VII. POPULATION SERVED**

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health’s Medical Necessity Criteria and who are retrospectively authorized by COUNTY’S (Monterey County Behavioral Health - MCBH) Behavioral Health Services staff, will be eligible for coverage.

## **VIII. ELIGIBILITY / RETROSPECTIVE AUTHORIZATION**

To be eligible for cost recovery, all services will be authorized for payment by the COUNTY’S concurrent review process. The Treatment Authorization Request (TAR), along with pertinent and relevant portions of a patient’s medical records, must be submitted to COUNTY within fourteen (14) calendar days after the client’s discharge date. COUNTY will approve or deny the TAR within fourteen (14) calendar days after receipt. If approved, COUNTY will mail the TAR to the State for payment.

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## **EXHIBIT A: PROGRAM 2 DESCRIPTION – Crisis Stabilization Unit**

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### **I. IDENTIFICATION OF PROVIDER**

Community Hospital of the Monterey Peninsula  
P.O. BOX HH  
Monterey, CA 93942

### **II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE**

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

### **III. PROGRAM NARRATIVE**

Community Hospital of the Monterey Peninsula (CHOMP) will provide crisis stabilization unit (CSU) services designed to ensure psychiatric treatment is provided in the most appropriate setting.

### **IV. PROGRAM GOALS**

The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location to support medication adjustments and psychiatric support services outside of the Emergency Department. An initial psychiatric diagnostic assessment will be conducted, followed by treatment with a period of observation, staff-patient engagement, clinical reassessment, and concurrent resource/disposition planning.

### **V. PROGRAM OBJECTIVES**

- A. To avoid the exacerbation of acute symptoms in patients with severe mental illness presenting in the Emergency Department.
- B. To reduce the need for specialty inpatient mental health services by placing patients with severe mental illness presenting in the Emergency Department in a more therapeutic setting to facilitate short-term recovery.

### **VI. TREATMENT SERVICES EACH FISCAL YEAR**

Type of Service: Crisis Stabilization Unit Services.

Mode of Service: Hourly, as medically necessary, up to 23 hours of service in a 24-hr. period.

### **VII. POPULATION SERVED**

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who are retrospectively authorized by COUNTY'S Behavioral Health Services staff, will be eligible for coverage.

## **VIII. ADMISSIONS/BASIC SERVICES/CONTINUED STAY & DISCHARGE CRITERIA**

### **ADULTS – Admission / Inclusion / Exclusion Criteria:**

#### **Inclusion Criteria**

- a) Acute psychiatric episode as primary problem.
- b) Anticipate a stabilization within 24 hours or less, understanding this may take longer.
- c) 18 years of age or older.
- d) Patient is cooperative and able to take direction.

#### **Inclusion Considerations**

- a) Exceptions are determined by clinical leadership.

#### **Exclusion Criteria**

- a) Actively in restraints.
- b) Escalating agitation leading to aggressive behavior .
  - i) Acutely at risk.
  - ii) Impulsive aggressive behavior.
- c) Elopement Risk.
- d) Exceeds weight capacity.
  - i) Weight Limit for recliners is 350 lbs.
- e) Pending Medical Clearance.
  - i) Clinical testing (EKG, labs, etc.) will only be required if medically indicated.
  - ii) Unstable vital signs without explanation.
  - iii) Infectious disease patient requiring isolation.
  - iv) Positive COVID-19 patients.
- f) Advanced Dementia, Delirium, or acute encephalopathy as a primary diagnoses.
- g) Patients requiring 1:1 supervision and care.
- h) Patients in the custody of any forensic staff for any crime.
- i) Clinical Intoxication.
  - i) To a level where patient is unable to participate in the observation process.
  - ii) Without acute mood/psychotic symptoms.
  - iii) Without exacerbation of underlying psychiatric condition.

#### **Exclusion Considerations**

- a) Patients presenting initial behaviors that could increase agitation of other CSU patients.
- b) Patients on a LPS legal status does not preclude them from admission to the CSU.
- c) Non–Ambulatory patients.
  - i) Depending on details of mobility and assistance needs.
- d) Inability to provide own care requiring assistance from more than one person.
- e) Late pregnancy.
- f) Use of restraints for a period of time with unresolved issue.

### **Coordination with Monterey County Behavioral Health (MCBH)**

- a) Upon admission, MCBH Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
- b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
- c) Upon discharge and/or transfer MCBH Post Hospital Team will be notified of disposition.
- d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners.
- e) Notwithstanding the foregoing, the parties acknowledge that the County is not available during non-business hours, and agree that all Hospital communication described under this section can occur as soon as is reasonably possible during next available business hours, and that admissions, transfers and discharges shall not be delayed if otherwise appropriate during non-business hours due to lack of available communication with the County.

### **Continued Stay Criteria**

For Continued Stay decisions, Contractor shall ensure that justification for stays beyond 23 hours and 59 minutes are documented within each patient's record in accordance to the criteria outlined in the contract. COUNTY will be responsible to review documentation as part of annual program audits and provide a summary of findings which may or may not require a corrective action plan.

For services beyond 23 hours and 59 minutes, reimbursement is based on medical necessity. CONTRACTOR shall document the medical criteria justifying why the client continues to meet the criteria for CSU level of care.

Maximum of 20 hours of billed Medi-Cal service per 24-hour period.

Patient must meet all of the following Criteria:

- a) The patient's condition continues to meet admission criteria at this level of care.
- b) The patient's treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
  - i) Notwithstanding the foregoing, a patient's continued stay while CONTRACTOR procures a more intensive level of care for the patient is permissible.
- c) The patient is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention.
- d) Barriers to progress are identified and strategies to address them are being implemented.
- e) A treatment plan has been developed and includes the individual's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the patient's clinical condition and response to treatment. Treatment planning should include support systems involvement, as appropriate and/or feasible.
- f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.

### **Discharge Criteria**

- a) Patient must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU,  
**AND**
- b) Patient no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

### **CHILD/YOUTH – Admission & Discharge Criteria – For Monterey County Medi-Cal Beneficiaries aged 17 and Younger:**

#### **Inclusion Criteria**

Child/youth must meet all of the following Criteria:

- a) The presence of an ICD-10/DSM 5 Psychiatric Diagnosis.
- b) The child/youth must be 17 years of age or younger.
  - i) Presenting with an exacerbation of psychiatric symptoms or emotional disturbance including:
    - (1) Potential threat to safety of self or others, or symptoms which severely impair age-appropriate functioning.
- c) Requires intensive clinical monitoring.
- d) Clinical evaluation indicates that the individual would benefit from a brief period (generally up to 23 hours 59 minutes, understanding this may take longer) of additional observation and assessment, stabilization, resolution-focused intervention, and aftercare planning. Stabilization of the child/youth is expected to be brief and temporary, and the youth would benefit from rapid and resolution-focused intervention.
- e) Current service providers do not believe that the child/youth can be safely managed in a less restrictive setting until intensive intervention can resolve the presenting crisis.
- f) When possible, family are expected to participate in the care and stabilization of the child/youth.
- g) Has a reliable home or placement environment with family or collateral supports willing to collaborate and participate in treatment as determined by the clinical team.
  - i) Exceptions to this criterion can be made at the discretion of CONTRACTOR's clinical team.

#### **Exclusion Criteria**

If one of the following is met, the child/youth is excluded from eligibility for the service:

- a) The individual can be safely treated in a less restrictive or intensive level of care.
- b) The youth's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting or is not expected to resolve with brief, intensive intervention.
- c) Youth with acute instability in their medical condition, including but not limited to poorly controlled diabetes, poorly controlled feeding or eating disorder, and vital sign instability.
- d) Youth who require one to one support due to psychiatric severity, chronic medical conditions, or level of cognitive/adaptive functioning.

- e) Youth with co-occurring mental health and substance use disorders for whom the substance use disorder is the primary presenting problem and/or there is acute medical instability due to intoxication or withdrawal from a substance.

**Coordination with Monterey County Behavioral Health (MCBH)**

- a) Upon admission, MCBH CSOC Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
- b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
- c) Upon discharge and/or transfer MCBH CSOC Post Hospital Team will be notified of disposition.
- d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).
- e) Notwithstanding the foregoing, the parties acknowledge that the County is not available during non-business hours, and agree that all Hospital communication described under this section can occur as soon as is reasonably possible during next available business hours, and that admissions, transfers and discharges shall not be delayed if otherwise appropriate during non-business hours due to lack of available communication with the County.

**Continued Stay Criteria**

For Continued Stay decisions, Contractor shall ensure that justification for stays beyond 23 hours and 59 minutes are documented within each patient's record in accordance to the criteria outlined in the contract. COUNTY will be responsible to review documentation as part of annual program audits and provide a summary of findings which may or may not require a corrective action plan.

For services beyond 23 hours and 59 minutes, reimbursement is based on medical necessity. CONTRACTOR shall document the medical criteria justifying why the client continues to meet the criteria for CSU level of care.

Maximum of 20 hours of billed Medi-Cal service per 24-hour period.

Child/youth must meet all of the following Criteria:

- a) The child/youth's condition continues to meet admission criteria at this level of care.
- b) The child/youth's treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
  - i) Notwithstanding the foregoing, a child/youth's continued stay while CONTRACTOR procures a more intensive level of care for the child/youth is permissible.
- c) The child/youth is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused individual, family and milieu therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention
- d) Barriers to progress are identified and strategies to address them are being implemented.
- e) A treatment plan has been developed and includes the individual's and family's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the child/youth's clinical condition and response to treatment.

Treatment planning should include active family or other support systems involvement, as appropriate and/or feasible.

- f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.
- g) The child/youth's family/natural supports are actively involved in treatment, or there are active, persistent efforts being made that can reasonably be expected to lead to the family's engagement in treatment.
- h) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).

**Discharge Criteria**

- a) Child/youth must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU,  
**AND**
- b) Child/youth no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

**IX. DESIGNATED CONTRACT MONITOR – PROGRAMS 1 AND 2**

Lara Clayton  
Behavioral Health Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1441 Constitution Blvd., bldg. 400 Ste 200  
Salinas, CA 93906  
Telephone: (831) 796-1717  
Email: ClaytonL@[countyofmonterey.gov](mailto:ClaytonL@countyofmonterey.gov)

**X. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI) – PROGRAMS 1 AND 2**

**A. Participation in the Monterey Integrated System of Care Transformation Initiative**

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events

- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- Developing a Quality Improvement (QI) action plan derived from the COMPASS- EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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## **EXHIBIT B: PAYMENT AND BILLING PROVISIONS**

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### **PROGRAM 1 – Medi-Cal Fee-for-Service Program**

#### **I. PAYMENT TYPE**

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **\$122,824**.

#### **II. PAYMENT CONDITIONS**

- A. All payments shall comply with Federal and State regulatory requirements, including but not limited to the Treatment Authorization Request (TAR) process as regulated by the California Code of Regulations, Title IX. The process specified below shall not be construed to replace or supersede regulatory requirements regarding the TAR process.
- B. In order to receive any payment under this Agreement, CONTRACTOR shall abide by the concurrent review process set forth by COUNTY. The California Code of Regulations, Title IX procedure and requirements below remain in place via the concurrent review process.
- C. In order to receive any payment under this Agreement, CONTRACTOR shall submit a Treatment Authorization Request (TAR) and the appropriate clinical records to COUNTY within fourteen (14) days of the Medi-Cal beneficiary's discharge from the hospital.
- D. In the event that a patient does not reveal his Medi-Cal eligibility or subsequently becomes eligible for Medi-Cal after discharge, the hospital will submit a TAR within sixty (60) calendar days of discovering the patient's Medi-Cal eligibility. The TAR packet shall have documentation indicating when and how the patient's Medi-Cal eligibility was discovered and verified. The COUNTY reserves the right to deny a request if it is not supported by documentation clearly indicating when and how the patient's eligibility was discovered and verified.
- E. COUNTY shall approve or deny the TAR within fourteen (14) days of receipt of the TAR and clinical records (Approved as Requested or Approved as Modified). In the event that a TAR is denied or if a modification by CONTRACTOR is needed, COUNTY will return the TAR to CONTRACTOR with an explanation of the reason for the denial, or modification needed.
- F. COUNTY shall forward the original approved TAR to the State fiscal intermediary and return a copy of the approved TAR to CONTRACTOR.
- G. Upon receipt of the copy of the approved TAR, CONTRACTOR shall submit a claim for payment to the State fiscal intermediary.



- H. In the case of a denied or returned for modification TAR, CONTRACTOR has the option of filing a first level appeal with COUNTY.
- I. If COUNTY denies the appeal, CONTRACTOR may file a second level appeal with the State Department of Mental Health.
- J. For an approved TAR, CONTRACTOR will receive payment directly from the State fiscal intermediary.

**III. PAYMENT RATE**

- A. CONTRACTOR shall be reimbursed the following inpatient bed day rates at a negotiated rate based on the Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Negotiated Rates for the period July 1, 2025 to June 30, 2026 as follows:

Service Description	MoS	SFC	FY 2025-26 Rate	UOS FY 2025-26	Grand Totals
Acute Inpatient - Psychiatric	5	10	\$1,312.22	90	\$118,099.80
Hospital Inpatient Administrative Day	5	19	\$472.40	10	\$4,723.99
<b>Total Estimated County Obligation:</b>					<b>\$122,824</b>

- B. CONTRACTOR shall be paid the COUNTY’S Maximum Allowance (CMA) rate based on the most recent State’s Maximum Reimbursement Allowance (SMA) Rates as established by the California Department of Health Care Services for Hospital Inpatient Administrative Days. The rate of 85% of the Medi-Cal Behavioral Health Fee Schedule for Monterey County shall be used until COUNTY establishes the COUNTY’S rate Schedule for Inpatient Professional Services provided to patients served by this contract after concurrent review and consistent with TAR approval, modification or denial. Professional Services to be provided, by required billing codes are:

CPT	MoS	SFC	Contracted Professional Service	Billing Minutes
99221	15	50	Initial Hospital Care	30
99222	15	50	Initial Hospital Care	50
99223	15	50	Initial Hospital Care	70
99231	15	50	Subsequent Hospital Care	15
99232	15	50	Subsequent Hospital Care	25
99233	15	50	Subsequent Hospital Care	35
99238	15	30	Hospital Discharge Day Management	30
99239	15	30	Hospital Discharge Day Management	30+
99251	15	30	Initial Inpatient Consultation	20
99252	15	30	Initial Inpatient Consultation	40
99253	15	30	Initial Inpatient Consultation	55
CPT - Current Procedure Terminology    MoS - Mode of Service    SFC - Service Function Code				

**PROGRAM 2 – Crisis Stabilization Unit**

**I. PAYMENT TYPE**

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **\$2,922,300**.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY’S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon CONTRACTOR’S compliance with policies and procedures specified in this Agreement, and CONTRACTOR’S commitment to provide care and services in accordance with the terms of this Agreement.

**III. PAYMENT RATE**

A. CONTRACTOR shall be reimbursed the Crisis Stabilization Unit hourly negotiated rate of **\$140.02**. Such rate shall be inclusive of the facility and professional component for Crisis Stabilization Unit services, billable under code S9484. The division of the Total Estimated County obligation for Crisis Stabilization Unit (CSU) services between Adults and Child/Youth, shown below, does not preclude a greater amount being reimbursed for either category as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

<b>CRISIS STABILIZATION UNIT</b>					
<b>Fiscal Year</b>	<b>Units of Service (Hours)</b>		<b>Hourly Rate</b>	<b>Funding Source</b>	<b>Totals</b>
FY 2025-26	Adults (85%):	9740	\$255.00	1991 Realignment	\$2,483,700
	Child/Youth (15%):	1720		2011 Realignment	\$438,600
	<b>Total UOS:</b>	<b>11460</b>			
<b>TOTAL ESTIMATED COUNTY OBLIGATION:</b>					<b>\$2,922,300</b>

**IV. PAYMENT CONDITIONS**

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Cost Reimbursement Invoice Form provided as Exhibit H to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for

reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

In addition to Exhibit H Behavioral Health Cost Reimbursement Invoice Form, CONTRACTOR shall provide the following information as backup/supporting documentation:

- CMS-1500 / HCFA-1500 claim form, or equivalent; and
- Additional Client Care Documentation as specified by Monterey County Quality Improvement, or equivalent documentation to provide identical information, as negotiated by CONTRACTOR and COUNTY.

CONTRACTOR is not required to obtain prior authorization, or to submit a Treatment Authorization request (TAR) as a condition of reimbursement for Crisis Stabilization Unit services under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit H, Behavioral Health Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

- B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.
- C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor within five (5) calendar days. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions. Notwithstanding anything to the contrary, CONTRACTOR shall have sixty (60) days from the date of its receipt of a fully executed copy of this Agreement to submit claims to COUNTY for services provided from July 1, 2024 through the end of the month

preceding the date on which the fully executed Agreement is delivered to CONTRACTOR via email.

- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

**V. MAXIMUM OBLIGATION OF COUNTY – PROGRAMS 1 AND 2**

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$3,045,124** for services rendered under this Agreement, under both the Medi-Cal Fee-for-Service and Crisis Stabilization Unit Programs described in Exhibit A. The not to exceed limits included under Section I. Payment Type for Program 1 and Program 2 do not preclude a greater amount from being reimbursed for either program as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

- B. Maximum Annual Liability:

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
July 1, 2025 to June 30, 2026	\$3,045,124
<b>TOTAL COUNTY MAXIMUM OBLIGATION:</b>	<b>\$3,045,124</b>

- C. The rate set forth in this Agreement shall be payment in full for services rendered under this Agreement, subject to third party liability and beneficiary (recipient of services) share of costs for specialty mental health services.
- D. If, as to the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY’S maximum liability under this Agreement.
- E. If for any reason this Agreement is canceled, COUNTY’S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- F. As an exception to Section E. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

**VI. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

**VII. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

(The remainder of this page is left intentionally blank)

**EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY’S authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

*By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.*

**Community Hospital of the Monterey Peninsula**  
Business Name of Contractor

Matthew Morgan  
Printed Name of Authorized Representative

Vice President/CFO  
Title of Authorized Representative

Signed by:  
  
2766AA6FB6704A2...

Signature of Authorized Representative

7/2/2025 | 10:42 AM PDT

Date

**EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;
- B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name		Community Hospital of the Monterey Peninsula	
Name of Contractor's Designee		Matthew Morgan	
Title of Designee		Vice President/CFO	
Street: P.O. Box HH			
City: Monterey		State: California	Zip: 93942
IRS Employer Identification Number		94-0760193	

*I certify that the above information is complete and correct to the best of my knowledge and belief.*

By Matthew Morgan  
 Contractor's Signature

7/2/2025 | 10:42 AM PDT

Date

## **EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY**

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In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

### **Organizations in a Culturally Competent Service System Promote:**

#### **Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

#### **Collaboration**

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

#### **Access**

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

### **Cultural Competent Services:**

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.



- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.
4. Support the county’s goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.***

**Community Hospital of the Monterey Peninsula**

Contractor (Organization Name)

Matthew Morgan

Name of Authorized Representative (*printed*)

Vice President/CFO

Title of Authorized Representative

Signed by:



2765AA6FB6704A2...

Signature of Authorized Representative

7/2/2025 | 10:42 AM PDT

Date

## EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective JULY 1, 2025 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA (“Business Associate”) (each a “Party” and collectively the “Parties”).

### RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, 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”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### AGREEMENT

#### 1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement (“Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

**2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the 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);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity’s acceptance of such practices or waiver of Covered Entity’s rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) 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 and the HITECH Act. At a minimum, the Business Associate shall provide 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 ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors 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;

(h) 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 to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; 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. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, 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;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.



**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments: Waiver.** This BAA 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 HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA 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 BAA 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 or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Community Hospital of the Monterey Peninsula  
Attn: Matthew Morgan; Vice President / CFO  
P.O. Box HH  
Monterey, CA 93942  
Phone: (831) 625-4503  
Fax: (831) 658-3978  
Email: [matthew.morgan@montagehealth.org](mailto:matthew.morgan@montagehealth.org)

If to Covered Entity, to:

County of Monterey Health Department  
Attn: Compliance/Privacy Officer  
1270 Natividad Road  
Salinas, CA 93906  
Phone: 831-755-4018  
Fax: 831-755-4797  
Email: [sumeshwarsd@countyofmonterey.gov](mailto:sumeshwarsd@countyofmonterey.gov)

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 BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, 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 provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate’s required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	\$2,000,000
12,001 – 30,000	\$3,000,000
30,001 – 60,000	\$5,000,000
More than 60,000	\$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name Matthew Morgan Print Name: Elsa M. Jimenez, MPH

Print Title Vice President / CFO Print Title: Director of Health Services

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT G: Behavioral Health Cost Reimbursement Invoice Form

<b>Contractor:</b> Community Hospital of the Monterey Peninsula	<b>Invoice Number:</b> <input style="width: 95%;" type="text"/>
<b>Address Line 1:</b> P.O. Box HH	<b>County PO No.:</b> <input style="width: 95%;" type="text"/>
<b>Address Line 2:</b> Monterey, CA 93942	<b>Invoice Period:</b> <input style="width: 95%;" type="text"/>
<b>Address Line 3:</b> <input style="width: 95%;" type="text"/>	
<b>Tel. No.:</b> (831) 625-4503	
<b>Fax No.:</b> (831) 658-3978	
<b>Contract Term:</b> July 1, 2025 - June 30, 2026	<b>Final Invoice:</b> (Check if Yes) <input style="width: 50px;" type="checkbox"/>

**BH Division:**

Service Description	Rate per Unit	Total Contracted UOS FY 2024-25	UOS Delivered this Period	UOS Delivered to Date	Remaining UOS	Total Annual Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
CSU - Adults	\$255.00	9740			9740	\$2,483,700			\$2,483,700	100.00%
CSU - Child / Youth	\$255.00	1,720			1720	\$438,600			\$438,600	100.00%
<b>TOTALS:</b>		<b>11460</b>			<b>11460</b>	<b>\$2,922,300</b>			<b>\$2,922,300</b>	<b>100.00%</b>

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Send to:  
[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

<u>Behavioral Health Authorization for Payment</u>	
_____ Authorized Signatory	_____ Date

## **EXHIBIT H: AUDITS AND AUDIT APPEALS**

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### **I. AUDITS AND AUDIT APPEALS**

- A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.
- B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.
1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
  2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
  3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
  2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such

appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
  - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
  - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. CONTRACTOR may exercise any appeal rights available to CONTRACTOR under State law. Once all of CONTRACTOR's appeal rights have been exhausted, or CONTRACTOR has waived such rights, COUNTY shall issue an invoice for any amount due. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

## **II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. Paid in one cash payment by CONTRACTOR to COUNTY;
2. Deducted from future claims over a period not to exceed six (6) months;



3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
  4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR
  5. A combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

(The remainder of this page is left intentionally blank)

**EXHIBIT I: REQUIREMENTS FOR 5150 DESIGNATION**

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In order to receive and maintain designation by the Monterey County Board of Supervisors as a facility for 72-hour treatment and evaluation under Welfare and Institutions Code Section 5150, CONTRACTOR shall ensure that the operation of its facility for Section 5150 patients complies with the conditions set forth below. These conditions may be amended by COUNTY upon giving at least 60 days advance notice in writing CONTRACTOR. The conditions are as follows:

- 1) CONTRACTOR shall submit to the County Behavioral Health Director a description of psychiatric programs available at the LPS designated hospital. It is the designated hospital’s responsibility to update this description of services whenever appropriate.
- 2) CONTRACTOR and all persons staffing the facility shall adhere to the requirements of the LPS Act including furnishing required reports to the County Behavioral Health Director.
- 3) CONTRACTOR and all persons staffing the facility shall adhere to the patients’ rights requirements of the LPS Act.
- 4) CONTRACTOR shall reimburse COUNTY for all costs incurred by COUNTY in providing patients’ rights services for private patients.
- 5) CONTRACTOR shall reimburse COUNTY for all costs incurred by COUNTY on account of CONTRACTOR’s private patients as follows:
  - a) In connection with certification review hearings at the administrative level, including but not limited to hearing officer costs and patients’ rights advocate costs;
  - b) In connection with court hearings, including, but not limited to, attorney’s fees and costs;
  - c) COUNTY shall send to CONTRACTOR within ten (10) working days following the service month being reported a report which details the aforementioned costs incurred by the COUNTY. The report shall include the patient’s name; dates of service; time spent by the Advocate or Counsel; associated dollar amount;
  - d) The charge rates are:
 

ADVOCATE:	\$91.04 Per hour (fully loaded hourly rate)
HEARING OFFICERS:	\$140.00 Per hearing
DEPUTY COUNTY COUNSEL:	\$277.00 Per hour (fully loaded hourly rate)
SR. DEPUTY COUNTY COUNSEL:	\$317.00 Per hour (fully loaded hourly rate)
  - e) Charges shall be deducted from the CONTRACTOR’S monthly claim for service;
  - f) Any disputed payments shall be handled in accordance with Section XXV, par. 9.
- 6) The facility shall have the capacity to ensure that patients are assessed and treated for medical problems.

- 7) A facility may transfer a patient for valid clinical reasons if another facility agrees to accept the patient. The requesting facility will be responsible to pay for the transportation.
- 8) CONTRACTOR shall inform the County Behavioral Health Director of any serious incidents involving an involuntary patient.
- 9) The facility shall accept and treat patients based on bed vacancy rather than the patients' third party payor source.
- 10) The facility staff will not be authorized to initiate LPS Conservatorships and will refer all patients they consider in need of conservatorship to the Behavioral Health Division's Medical Director for evaluation.
- 11) The facility and treatment program will be reviewed on an annual basis by the County Health Department's Behavioral Health Division.
- 12) All facility staff with 5150 privileges will be annually designated by the Behavioral Health Director and will be required to have appropriate training if deemed necessary by the Behavioral Health Director.

(The remainder of this page is left intentionally blank)

**MEMORANDUM OF UNDERSTANDING**

Between

County of Monterey,  
On behalf of the DEPARTMENT OF HEALTH  
BEHAVIORAL HEALTH BUREAU

and

THE CITY OF SALINAS

for

**“Mobile Crisis Services Program”**

July 1, 2025-June 30, 2026

## Memorandum of Understanding

### I. DECLARATION

This MOU is entered into by and between the COUNTY OF MONTEREY, on behalf of the DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH BUREAU, (hereinafter referred to as COUNTY), and the CITY OF SALINAS, (hereinafter referred to as CITY) for the purpose of collaborating on the Mobile Crisis Services Program in the City of Salinas.

### II. BACKGROUND

The purpose of the Mobile Crisis Services Program with the City of Salinas is for the CITY to provide financing to the COUNTY for the provision of Mobile Crisis Services, as described below in this section:

The Mobile Crisis Field Response Team will provide in-person risk and safety assessments and crisis intervention; collaborate with existing treatment team members; provide linkage for those individuals in need of further behavioral health services, coordinate with emergency response, and provide follow-up services in the City of Salinas. The Mobile Crisis Field Response Team shall consist of a two-person team (as outlined in June 19, 2023 Department of Health Care Services (DHCS) Behavioral Health Information Notice (BHIN) 23-025) scheduled for 40 hours per week. Work schedule to be determined in coordination with COUNTY and CITY and may be subject to change based on community needs. COUNTY shall monitor and manage these services.

Mobile crisis field personnel will respond to acute situations as requested by first responders (fire/police) through established emergency communications procedures, and/or as part of non-emergency referral-based services as contracted by COUNTY. When requested to respond to acute situations, mobile crisis personnel will respond out and stage at a location nearby until the scene is deemed secure by first responders.

### III. TERM

This agreement shall commence effective July 1, 2025, and remain in full force and effective through June 30, 2026, or unless sooner terminated as provided herein. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. This agreement may be renewed, amended, or renegotiated upon mutual written consent of all parties.

**IV. PRINCIPLES OF AGREEMENT**

1. CITY agrees to:
  - a. Pay for the Mobile Crisis Services Program – City of Salinas in a total amount not to exceed \$390,000 as described below in subsection (2)(a).
  
2. COUNTY agrees to:
  - a. Generate a monthly invoice for expenditures incurred from the Mobile Crisis Services Program – City of Salinas, in a total amount not to exceed \$390,000 in aggregate, in accordance with the payment schedule outlined in the table below:

Fiscal Year (FY)	Monthly Invoice Amount	Total by FY
2025-2026 (07/01/25-06/30/26)	\$32,500	\$390,000
<b>Total Maximum Liability</b>		<b>\$390,000</b>

- b. Submit monthly invoice (Exhibit A) to:
 

City of Salinas  
Attn: Finance Department  
200 Lincoln Ave.  
Salinas, CA 93901
    - c. Monitor the Mobile Crisis Services Program- City of Salinas- to assure effective execution of the program.

**V. MEETINGS/COMMUNICATION**

COUNTY shall facilitate programmatic update meetings with CITY and contract vendors every other month beginning July 2025.

**VI. REPORTING REQUIREMENTS / DATA SHARING**

COUNTY agrees to prepare quarterly operational reports for CITY that include non-contact specific statistical service utilization data such as, but not limited to; call origin, frequency, type, geographic data, dispatch and response times, as well as general outcomes for continuing quality monitoring and improvement of the program. This report shall include vendor and/or 3<sup>rd</sup> party related statistical data as well as budgetary, revenue and collections data.

**VII. INSURANCE**

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

**VIII. MUTUAL INDEMNIFICATION**

1. CITY shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from any claim, liability, loss, injury, or damage rising out of, or in connection with, performance of this MOU by CITY and/or its agents, members, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by COUNTY. It is the intent of the Parties to this MOU to provide the broadest possible indemnification for COUNTY. CITY shall reimburse COUNTY for all costs, attorneys' fees, expenses, and liabilities incurred by COUNTY with respect to any litigation in which CITY is obligated to indemnify, defend, and hold harmless COUNTY under this MOU.

2. COUNTY shall indemnify, defend, and hold harmless CITY, its officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this MOU by COUNTY and/or its agents, members, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by CITY. It is the intent of the Parties to this MOU to provide the broadest possible coverage for CITY. COUNTY shall reimburse CITY for all costs, attorneys' fees, expenses, and liabilities incurred by CITY with respect to any litigation in which COUNTY is obligated to indemnify, defend, and hold harmless CITY under this MOU.

**IX. NOTICE**

Notice to the parties in connection with this agreement shall be given personally, or by regular mail, addressed as follows:

**CITY OF SALINAS**

Lisa Murphy  
Assistant City Manager  
200 Lincoln Avenue  
Salinas, CA 93901  
(831)758-7441  
lisagm@ci.salinas.ca.us

**COUNTY OF MONTEREY**

Elsa M. Jimenez  
Director of Health Services  
1270 Natividad Road  
Salinas, CA 93906  
(831)755-4526  
jimenezem@ countyofmonterey.gov

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written below:

**COUNTY OF MONTEREY**

**CITY OF SALINAS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Elsa M. Jimenez, Director of Health Services

By: Rene Mendez, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form

Approved as to Legal Form

Signature: *Kevin Serrano*  
CF464EA4829E4B5...

Signature: \_\_\_\_\_

By: Kevin Serrano, Deputy County Counsel

By: Christopher A. Callihan, City Attorney

Date: 7/15/2025 | 4:19 PM PDT

Date: \_\_\_\_\_

Approved as to Fiscal Provisions

Signature: *Patricia Ruiz*  
E79FE64E57454E6

By: Patty Ruiz

Date: 7/15/2025 | 2:20 PM PDT



**EXHIBIT A: INVOICE FORM**

**Invoice Form**

	<b>Invoice Number:</b> <input style="width: 90%;" type="text"/>
<b>Contractor :</b> County of Monterey Department of Health, Behavioral Health	
<b>Address Line 1</b> 1270 Natividad Road	<b>PO No.:</b> <input style="width: 90%;" type="text"/>
<b>Address Line 2</b> Salinas, CA 93906	
	<b>Invoice Period:</b> <input style="width: 90%;" type="text"/>
<b>Tel. No.:</b> <input style="width: 90%;" type="text"/>	
<b>Fax No.:</b> <input style="width: 90%;" type="text"/>	
<b>Contract Term:</b> July 1, 2025- June 30, 2026	<b>Final Invoice :</b> (Check if Yes) <input style="width: 50px; height: 20px;" type="checkbox"/>

Service Description	Total Annual Contract Amount (FY 2025-26)	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Mobile Crisis Services Pilot      Cash Flow Advance Amount \$32,500 per month	390,000.00			390,000.00	100%
<b>TOTALS</b>	390,000.00			390,000.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Send to: Department of Finance  
 City of Salinas  
 200 Lincoln Ave. Salinas, CA 93901

City of Salinas Authorization for Payment

Authorized Signatory	Date
----------------------	------

**EXHIBIT B: PROGRAM DESCRIPTION**

**MOBILE CRISIS IN-PERSON RESPONSE**

**CITY OF SALINAS**

**(July 1, 2025- June 30, 2026)**

**I. PROGRAM NARRATIVE**

1. Mobile Crisis Field Response Team (MCFRT) provides face-to-face field-based behavioral health crisis response, triage, and stabilization to individuals and families who are experiencing an acute behavioral health crisis. The Mobile Crisis Field Response Team will provide in-person risk and safety assessments and crisis intervention; collaborate with existing treatment team members; provide linkage for those individuals in need of further behavioral health services, coordinate with emergency response (40 hours per week, work schedule to be determined by COUNTY and may be subject to change based on community needs); and provide follow up services in the City of Salinas. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood, and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events.

The Substance Abuse and Mental Health Services Administration (SAMHSA) identifies mobile crisis services as a critical component of an effective behavioral health crisis continuum of care. The purpose of the Mobile Crisis Field Response is to provide a rapid face-to-face response to persons who are experiencing a behavioral health crisis and execute a brief crisis assessment to evaluate the persons status with the goal of mitigating any immediate risk of danger to self or others, determining a short-term strategy for restoring stability, and identifying appropriate follow-up care. Such services are to be provided at the physical location where the person is currently located or at an alternate mutually agreed upon safe and secure location in the community.

The Mobile Crisis Field Response Team is a required service by the Department of Healthcare Services (DHCS) to be available for Medi-Cal eligible beneficiaries by December 31, 2023, Behavioral Health Information Notice (BHIN 23-025) outlines the minimum program requirements. This Program works hand in hand with the COUNTY's 24/7 Mobile Crisis Dispatch.

## **II. PROGRAM GOALS AND OBJECTIVES PROGRAM GOALS AND OBJECTIVES**

### **1. PROGRAM GOALS**

- a. Improve community wellness in the City of Salinas with immediate high-quality face-to face response to behavioral health crises and psychiatric emergencies countywide through collaboration with the Mobile Crisis Dispatch Center that works to divert psychiatric crises before major impacts on the safety and stability of individuals and families occur.
- b. Reduce the volume and frequency of other more restrictive and less appropriate services, including inpatient hospitalization or law enforcement involvement.

### **2. PROGRAM OBJECTIVES**

- a. CONTRACTOR will add sufficient staff to provide one (1) two-person team of qualified mobile crisis responders (as defined in BHIN 23-025) to be based out of Salinas to provide City-wide mobile crisis field response and crisis intervention services in Salinas 40 hours per week. Work schedule to be determined by COUNTY and may be subject to change based on community needs.
- b. Crisis Responders shall provide face-to-face mental health services to a person experiencing a psychiatric emergency or exhibiting acute psychiatric symptoms. Collateral contact may also be provided to the person who is receiving the face-to-face and/or telephone mental health services from the Mobile Crisis Response Team. The Mobile Crisis Field Responders shall provide services as necessary to resolve the individual's crisis and engage the individual in appropriate voluntary services to reduce the need for involuntary hospitalization.
- c. Crisis Responders shall conduct WIC 5150/5585 evaluations and assessments for persons identified as danger to self, danger to others, or gravely disabled due to mental illness, to include the legislative updates included in Senate Bill 43 expanding the definition of Grave Disability to take effect in Monterey County January 1, 2026. If a person does not meet criteria for a WIC 5150/5585, Crisis Responders shall engage in safety planning and work to stabilize the situation in the community and ensure that an appropriate safety plan is implemented and follow up in person or by telephone the within 72 hours Crisis Responders shall provide referrals and linkages to other providers, including social services, and facilitate an expedited referral when there is a treatment need to do so to avoid hospitalization.
- d. Crisis intervention services shall be defined as an immediate therapeutic response by phone and/or face-to-face and/or telehealth contact. This response shall encompass multiple functions including direct service provision of counseling

and/or mental status evaluation, risk / safety assessment, providing information regarding behavioral health services and related issues; referral to alternate resources; and consultation with referring agencies and/or family and significant others of the person in crisis whenever possible.

- i. **Crisis Intervention:** Therapeutic interventions are provided to engage the adult, child, or youth in safety and risk assessment. MCFRT staff will complete a Crisis Assessment Tool and short-term safety plan with the client. If further emergency psychiatric treatment is needed, the MCFRT will work with the caregivers to develop a plan for immediate referral to emergency psychiatric services in the community. The MCFRT will work closely with family, law enforcement, paramedics, and/or psychiatric emergency staff when necessary to assist with the referral process for a smooth transition to acute psychiatric care. In the event of an acute mental health crisis, the MCFRT may assess clients for a WIC 5150/5585 hold.
- ii. **Case Management:** The MCFRT may make a referral to a community provider and/or work with existing treatment team members to ensure linkage to needed services.
- iii. **Assessment:** An assessment may be provided to the client during follow up services to assist them in further understanding the feelings, behaviors and triggers linked to the crisis. The intent of this service is to have a MCFRT staff contact the client’s support systems (social workers, therapist, teacher, psychiatrist, etc.) to work together on the best ways to improve or maintain their mental health status. Services may be provided during a crisis.
- iv. **Mental Health Rehabilitation:** A service activity that includes, but is not limited to, assistance improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming, and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
- v. **Collateral:** A service activity involving a significant support person in the client’s life for the purpose of addressing the mental health needs of the client in terms of achieving goals of the client’s client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client; consultation and training of the significant support person(s) to assist in better understanding of mental illness; and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.

- e. The Mobile Crisis Field Responder shall coordinate care planning efforts with COUNTY for existing Monterey County Behavioral Health clients to provide the least restrictive interventions needed for each situation and ensure the client receives comprehensive and consistent care and the necessary services to maintain stabilization.
- f. The Mobile Crisis Field Responder shall conduct follow up services that may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for clients and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.
- g. Third party contractor to work alongside and in close partnership with County Behavioral Health staff, local 988 and Community Crisis Line provider to augment County staffing and existing County mobile crisis services.
- h. At least one Mobile Crisis Field Responders in a Team of Two (2) shall be carrying, trained, and able to administer naloxone as clinically necessary.
- i. The Mobile Crisis Field Responders shall provide services and respond to Behavioral Health clinics and programs, contracted provider clinics and programs, community board and care facilities, homeless shelters, law enforcement, schools, and anywhere in the community in all regions of the Salinas (including remote areas).
- j. The Mobile Crisis Field Responders shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
- k. The Mobile Crisis Field Responders shall provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- l. The Mobile Crisis Field Responders shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, discharges, and mobile response call log data. Responder shall document all notes and services in the Avatar Electronic Health Record following documentation guidelines.
- m. The Mobile Crisis Field Responder shall complete and enter information into the County's Electronic Health Record, Avatar, as required in accordance with the

County's Documentation Guidelines and timeliness standards. It is best practice to document crisis services prior to the end of the shift and complete all related documentation within 24 hours of the services provided.

- n. The Mobile Crisis Field Responders shall complete and document services and discharge clients within 5 days. Any exceptions shall be made in coordination with the clinical supervisor and clinical justification documented.

### **III. FIELD CRISIS RESPONSE PROCEDURES**

1. If a community face-to-face intervention is required, mobile crisis responders shall arrive at the community-based location where a crisis occurs in a timely manner. Specifically, mobile crisis teams shall arrive:
  - a. Within 60 minutes of the client being determined to require mobile crisis services in urban areas; and
  - b. Within 120 minutes of the client being determined to require mobile crisis services in rural areas.
2. Crisis Responders shall call/coordinate with the mobile crisis dispatch center, seek patient information as applicable, and inform of any known additional support needs or recommendations. Crisis Responders shall also report the call disposition of the client being evaluated as soon as it is determined.
3. Mobile Crisis Services Encounter shall include, at minimum:
  - a. Initial face-to-face crisis assessment;
  - b. Mobile crisis response;
  - c. Crisis planning, as appropriate, or documentation in the client's progress note of the rationale for not engaging the client in crisis planning; and
  - d. A follow-up check-in within 72 hours (or DHCS requirements), or documentation in the client's progress note that the client could not be contacted for follow-up despite reasonably diligent efforts by the mobile crisis team.
  - e. When appropriate, each mobile crisis services encounter shall also include:
    - i. Referrals to ongoing services; and/or
    - ii. Facilitation of a warm handoff.
4. Mobile crisis field response teams shall be prepared and staffed at all times to deliver all mobile crisis service components, even though there may be some circumstances in which it is not necessary or appropriate to provide all components (e.g., if the mobile crisis team can de-escalate a situation onsite, it may not be necessary to facilitate a warm handoff to a higher level of care).

5. Mobile Crisis Services shall not be provided in the following settings due to restrictions and/or because these facilities and settings are already required to provide other crisis services:
  - a. Inpatient Hospital;
  - b. Inpatient Psychiatric Hospital;
  - c. Emergency Department;
  - d. Mental Health Rehabilitation Center;
  - e. Intermediate Care Facility;
  - f. Settings subject to the inmate exclusion such as jails, prisons and juvenile detention facilities;
  - g. Other crisis stabilization and receiving facilities (e.g., crisis respite, crisis stabilization units, psychiatric health facilities, psychiatric inpatient hospitals, etc.).
6. Mobile Crisis Field Responders shall complete and enter information into the County's Electronic Health Record, Avatar, as required in accordance with the County's Documentation Guidelines and timeliness standards. It is best practice to document crisis services prior to the end of the shift and complete all related documentation within 24 hours of the services provided.
7. Consistent with documentation requirements in BHIN 22-019 mobile crisis teams must document problems identified during the encounter on the client's problem list within their medical record. Mobile crisis field response teams must also create a progress note that describe all service components delivered to the client. Progress notes should be completed within 24 hours of providing mobile crisis services.
8. Mobile Crisis Field Responder shall provide in-person follow-up or phone call as soon as possible but in all cases within 72 hours of crisis call for all calls not resulting in a WIC section 5150 hold or subsequent placement in an acute setting. Progress notes for all follow-up interventions and plans shall be documented according to Behavioral Health Documentation Guidelines and in keeping with timeliness standards.
  - a. For every Mobile Crisis field response contact who is an open county BH client, the designated crisis responder or designee shall, within twenty-four (24) hours, email the care coordinator, copying the program supervisor for the applicable program/region. Anyone with an open assignment, and anyone responsible for coordinating the individual's behavioral health treatment, shall be informed on when the individual was evaluated and the nature of the risk.
9. If a mobile crisis team receives information that a client is receiving services from a care manager, it shall alert the client's care manager(s) of the behavioral health crisis, as applicable, and coordinate referrals and follow-up consistent with privacy and confidentiality requirements. Mobile crisis teams shall ensure that they have the client's consent for these disclosures in cases where consent is required by applicable

law.

10. The Mobile Crisis Field Responders shall complete, the mobile crisis call log in Avatar detailing crisis calls, including, but not limited to date/time information, responses, and outcomes. It is best practice to complete the mobile crisis call log the same day as the call for service, and within 24 hours of the services provided in keeping with agency timeliness standards for crisis documentation as outlined by DHCS in BHIN 22-019.

## **I. TREATMENT SERVICES**

### **1. MODE OF SERVICE: Outpatient**

### **2. OFFICE SITES**

Mobile Crisis Responders will be based out of the Community Crisis Services office located at:

1441 Constitution Blvd  
Building 400, Suite 200  
Salinas, CA 93906

### **3. HOURS OF OPERATION**

- a. At least one (1) two-person team of qualified mobile crisis responders (as defined in BHIN 23-025) will be based out of Salinas to provide City-wide mobile crisis field response and crisis intervention services in Salinas 40 hours per week. Work schedule to be determined by COUNTY and may be subject to change based on community needs.
- b. The MCFRT shall also provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.

### **4. REPORTING REQUIREMENTS**

- a. COUNTY and any mobile crisis contracted provider will partner to be able to gather needed data and report out completely on data points as required by DHCS for provision of Medi-Cal Mobile Crisis Services Benefit by using information and data available through Avatar as well as other available dispatch software and specialized dashboards. Required data to include but not limited to:
  - i. Client demographics (age, race, ethnicity, sexual orientation, gender identity, etc.)
  - ii. Crisis location
  - iii. Response times
  - iv. Disposition of encounter



- v. Professional titles of each member participating in the mobile crisis response
  - vi. Use of telehealth
  - vii. If transportation was needed, and is so, what type was provided
  - viii. Law enforcement involvement
  - ix. Information about follow-up check-ins
- b. COUNTY and any mobile crisis contracted provider shall comply with all data requests from the COUNTY specific to the Mobile Crisis Services rendered in the City of Salinas. In addition to the above data points, COUNTY will also provide the following information on a quarterly basis:
- i. Agency requesting Mobile Crisis Services
  - ii. Number of individuals responded to that are also current clients of MCBH
  - iii. Zip code of call for service within the City of Salinas
  - iv. Call origin
  - v. Frequency
  - vi. Type
  - vii. Geographic data
  - viii. Dispatch and response times
  - ix. General outcomes

**5. MEETINGS/COMMUNICATIONS**

The Contract Monitor shall convene regularly scheduled meetings with any mobile crisis contracted provider. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications.

**V. DESIGNATED CONTRACT MONITOR**

Kelley Molton, LCSW, CCISM  
Behavioral Health Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1441 Constitution Blvd.  
Building 400, Suite 200  
Salinas, CA 93906  
(831) 796-1715

## **PERSONAL SERVICES AGREEMENT BETWEEN SYRACUSE UNIVERSITY AND COUNTY OF MONTEREY**

This **Agreement** is made by and between County of Monterey, a political subdivision of the State of California (hereinafter "COUNTY"), and Syracuse University, on behalf of its Burton Blatt Institute (hereinafter "UNIVERSITY"). COUNTY and UNIVERSITY being collectively referred to as the "Parties" and each individually a "Party."

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

### **1.0 GENERAL DESCRIPTION.**

- 1.01 The COUNTY hereby engages UNIVERSITY to perform, and UNIVERSITY hereby agrees to perform, the services described in **Exhibit A, Statement of Work**, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
  
- 1.02 The Psychiatric Advance Directives Project, Phase 2 (PADs 2), a multi-county collaborative Behavioral Health Services Act innovation project in the State of California, will engage UNIVERSITY, whose Burton Blatt Institute has expertise in the field of project evaluation, disability rights, technology, and legislative efforts at the request of counties may assist in the development and implementation of the PADs 2 Project. Professor Peter Blanck, PhD., J.D. of the Burton Blatt Institute will lead these efforts in an advisory role as well as overseeing the PADs 2 evaluation component on behalf of the UNIVERSITY. In addition, UNIVERSITY will provide fiscal and administrative support and oversight of PADs 2 subcontractors and/or consultants.

### **2.0 PAYMENT PROVISIONS.**

- 2.01 COUNTY shall pay the UNIVERSITY in accordance with the payment provisions set forth in **Exhibit A** subject to the limitations set forth in this Agreement.

### **3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from **July 1, 2025 to June 30, 2029** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both UNIVERSITY and COUNTY and with COUNTY signing last, and **UNIVERSITY may not commence work before COUNTY signs this Agreement.**

### **4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

- 4.01 The following attached exhibit is incorporated herein by reference and constitute a part of this Agreement: **Exhibit A, Statement of Work**, which includes the following components: 1) Scope of Services, 2) Approved Budget, including budget detail and budget narrative, and 3) Payment Terms.

5.0 PERFORMANCE STANDARDS.

- 5.01 UNIVERSITY provides reasonable assurance that UNIVERSITY and UNIVERSITY'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, to the best of its knowledge, are not employees of the COUNTY, or immediate family of an employee of the COUNTY.
- 5.02 UNIVERSITY, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 UNIVERSITY 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. UNIVERSITY shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in Paragraph 6.02. In no event shall the maximum amount payable under this Agreement exceed **\$1,000,000**.
- 6.02 Negotiations for rate changes shall be commenced, by UNIVERSITY, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the COUNTY and the UNIVERSITY.
- 6.03 UNIVERSITY shall submit such invoice not more frequently than monthly, but at least quarterly, or at the completion of services, but in any event, not later than 60 days after completion of services.
- 6.04 UNIVERSITY's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by COUNTY. Payments to UNIVERSITY should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.
- 6.05 All invoices to COUNTY shall be supported, at UNIVERSITY, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services will be provided upon request.

- 6.06 County may withhold or delay any payment if UNIVERSITY fails to comply with any provision of the Contract.
- 6.07 COUNTY shall not reimburse UNIVERSITY for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.
- 6.08 Payment Terms specific to the services provided by the UNIVERSITY are located in Exhibit A, Statement of Work, of this Agreement. To the extent inconsistency exists between Article 6.0, Payment Conditions, and Exhibit A Payment Terms of this Agreement, the Payment Terms of Exhibit A shall prevail in the order of precedence.

**7.0 TERMINATION.**

- 7.01 During the term of this Agreement, either Party may terminate the Agreement with cause, with 30 calendar days written prior notice to the other Party. "Cause" shall include, but is not limited to, the failure of UNIVERSITY to perform the required services in a manner materially inconsistent with this Agreement. In the event of termination for cause, the Party alleged to be in failure of performance shall have 20 calendar days from the date of notice to cure the stated failure in performance ("Cure Period"). To the extent a longer period of cure may be reasonably necessary, the Parties may agree to extend the Cure Period beyond the initial 20 calendar days. If the Party fails to cure the breach within the Cure Period, or its extension as applicable, the Agreement shall be deemed terminated as of the date the Cure Period expires.
- 7.02 In the event of termination for cause by COUNTY, the amount payable to UNIVERSITY under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination. In the event of termination for cause, the County may proceed with the work in any manner which the County deems proper. Any costs incurred by and/or owed to the County as a result of the termination for cause, including procuring a new provider to complete the Agreement, shall be deducted from any sum due the UNIVERSITY under this Agreement.
- 7.03 The County reserves the right to terminate this Agreement without cause upon 30 calendar days prior written notice to UNIVERSITY. In the event of such a termination, the UNIVERSITY shall be paid for all work performed, all costs incurred, and all non-cancelable commitments in place up to and including the date of termination. The UNIVERSITY may terminate this Agreement without cause in the event of the departure from employment of UNIVERSITY key personnel, such that UNIVERSITY would no longer possess the expertise to complete the services hereunder.
- 7.04 The County's payments to UNIVERSITY under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to UNIVERSITY, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event of such a termination, County shall pay UNIVERSITY for all services provided and any non-cancelable commitments made prior to the date of termination.

## 8.0 INDEMNIFICATION.

- 8.01 UNIVERSITY shall indemnify, defend with counsel approved in writing by County, and hold harmless the County, its officers, agents, and employees from and against any and all third-party claims, liabilities and losses arising out of or related to the UNIVERSITY's negligence or more culpable conduct in connection with the UNIVERSITY's performance of work under this Agreement (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees), unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

## 9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the UNIVERSITY shall provide a "Certificate of Insurance" or evidence of self-insurance certifying that all coverage and endorsements as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

UNIVERSITY agrees to keep such insurance coverage, Certificates of Insurance, evidence of self-insurance and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY.

UNIVERSITY shall ensure that all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall be covered under UNIVERSITY's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY. UNIVERSITY shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from UNIVERSITY under this Contract. It is the obligation of UNIVERSITY to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by UNIVERSITY through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department unless otherwise directed. The UNIVERSITY shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the UNIVERSITY.

9.02 Qualifying Insurers:

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

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

- 9.03 Insurance Coverage Requirements: Without limiting UNIVERSITY's duty to indemnify, UNIVERSITY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance or self-insurance with the following minimum limits of liability:

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

**Professional Liability Insurance,** \$1,000,000 per claims made with \$1,000,000 aggregate.

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

- 9.04 Other Requirements:

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof. UNIVERSITY shall notify County in writing within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Each policy shall provide coverage for UNIVERSITY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability shall provide an endorsement naming

County of Monterey, its elected and appointed officials, officers, agents, and employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT with respect to liability arising out of the UNIVERSITY'S work, including ongoing and completed operations and shall further provide that such insurance is primary. Any insurance or self-insurance maintained by the County shall be excess and non-contributing. and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the UNIVERSITY'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or a form at least as broad. The required endorsement for primary non-contributing is ISO form CG 20 01 04 13, or a form at least as broad.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County of Monterey, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against County of Monterey, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Prior to the execution of this Agreement by the County, UNIVERSITY shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the UNIVERSITY has in effect the insurance required by this Agreement. The UNIVERSITY 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.

UNIVERSITY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify UNIVERSITY and UNIVERSITY shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by UNIVERSITY to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of UNIVERSITY's current audited financial report. If UNIVERSITY's SIR is approved, UNIVERSITY, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from UNIVERSITY's, its agents, employee's or subcontractor's performance of this Agreement, UNIVERSITY shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) UNIVERSITY's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the UNIVERSITY's SIR provision shall be interpreted as though the Agreement was an insurer and the County was the insured.

County expressly retains the right to require UNIVERSITY to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by the County of Monterey Risk Manager as appropriate to adequately protect County.

County shall notify UNIVERSITY in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to UNIVERSITY, and County shall be entitled to all legal remedies.

If the UNIVERSITY fails to maintain insurance acceptable to the County for the full term of this Agreement, the County may terminate this Agreement for cause.

## 10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. UNIVERSITY 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. UNIVERSITY shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless County specifically permits UNIVERSITY to disclose such records or information, provided, however, that UNIVERSITY may make any disclosures required by and law and respond to a subpoena lawfully issued by a court of competent jurisdiction. UNIVERSITY shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. UNIVERSITY shall not use any confidential information gained by UNIVERSITY in the performance of this Agreement except for the sole purpose of carrying out UNIVERSITY's obligations under this Agreement.

10.02 Subcontractor Confidentiality. UNIVERSITY shall execute an agreement with its subcontractors, as appropriate, to ensure any client data collected and maintained as part of the PADs 2 Project is protected and kept confidential using safeguards and other protections that are consistent with standards set forth in applicable federal and state confidentiality laws, including HIPAA and 42 CFR Part 2.

10.03 County Records. When this Agreement expires or terminates UNIVERSITY shall



upon County's request, return to County any County records which UNIVERSITY used or received from County to perform services under this Agreement.

- 10.04 Maintenance of Records. UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY shall retain said records until such action is resolved.
- 10.05 Access to and Audit of Records. With reasonable prior written notice, and at times during UNIVERSITY's normal business hours, the County shall have the right to examine, monitor and audit those records, documents, conditions and activities of the UNIVERSITY and its subcontractors that are directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.06 Royalties and Inventions. County shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by UNIVERSITY under this Agreement. UNIVERSITY shall not publish any material containing any confidential information the County disclosed in connection with this Agreement without the prior written approval of County.

#### 11.0 NON-DISCRIMINATION.

- 11.01 Non-Discrimination. In the performance of this Contract, UNIVERSITY agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. UNIVERSITY acknowledges that a violation of this provision shall subject UNIVERSITY to penalties pursuant to Section 1741 of the California Labor Code.

#### 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, UNIVERSITY will comply with all the provisions of said contract, to the extent applicable to UNIVERSITY as a subgrantee under said contract and said

provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to UNIVERSITY, at no cost to UNIVERSITY.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, UNIVERSITY is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and UNIVERSITY shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. UNIVERSITY 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 UNIVERSITY's performance of this Agreement. In connection therewith, UNIVERSITY shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of UNIVERSITY' s failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and UNIVERSITY' S contract administrators at the addresses listed below:

**FOR COUNTY**

Elsa Jimenez  
Director of Health Services  
1270 Natividad Rd., Salinas CA 93906  
831-755-4526

**FOR UNIVERSITY**

Stuart Taub, Director  
211 Lyman Hall  
Syracuse, NY 13244  
315-443-9356

**15.0 MISCELLANEOUS PROVISIONS.**

UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to UNIVERSITY, this obligation shall apply to UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

15.01 **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or

excuse for any other different or subsequent breach.

- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the UNIVERSITY.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the UNIVERSITY. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 UNIVERSITY. The term "UNIVERSITY" as used in this Agreement includes UNIVERSITY's officers, agents and employees acting on UNIVERSITY's behalf in the performance of this Agreement.
- 15.05 Dispute Resolution. Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution ("CPR"). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.
- 15.06 Successors and Assignment. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by UNIVERSITY without the express written consent of County. Any attempt by UNIVERSITY to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- 15.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and UNIVERSITY expressly reserve the right to contract with other entities for the same or similar

services.

- 15.13 Construction of Agreement. The County and UNIVERSITY agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
  
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
  
- 15.15 Authority. Any individual executing this Agreement on behalf of the County, or the UNIVERSITY represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
  
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the UNIVERSITY with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the UNIVERSITY as of the effective date of this Agreement which is the date that the County signs the Agreement.
  
- 15.17 Interpretation of Conflicting Provisions. Except for Article 6.00 Payment Provisions, where Exhibit A Payment Terms shall prevail, in the event of any conflict or inconsistency between any other 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.
  
- 15.18 Force Majeure. The UNIVERSITY will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. County acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the UNIVERSITY's or its subcontractors' ability to perform the services set forth in this Agreement.
  
- 15.19 Severability. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
  
- 15.20 Debarment. UNIVERSITY shall certify that neither UNIVERSITY nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Where UNIVERSITY as the recipient of federal funds, is unable to certify to any of the statements in the certification, UNIVERSITY must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.

- 15.21 Lobbying. On best information and belief, UNIVERSITY certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, UNIVERSITY to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 15.22 Taxes. Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the UNIVERSITY.
- 15.23 Patent/Copyright Materials/Proprietary Infringement. Unless otherwise expressly provided in this Contract, UNIVERSITY shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. UNIVERSITY warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. UNIVERSITY agrees that, in accordance with the more specific requirement contained in Section 8, above, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such infringement claims.
- 15.24 Changes. UNIVERSITY shall make no changes in the work or perform any additional work without the County's specific written approval.
- 15.25 Change of Ownership/Name, Litigation Status, Conflicts with County Interests. UNIVERSITY agrees that if there is a change or transfer in ownership of UNIVERSITY's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume UNIVERSITY's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

In addition, UNIVERSITY has the duty to notify the County in writing of any change in the UNIVERSITY's status with respect to name changes that do not require an assignment of the Contract. The UNIVERSITY is also obligated to notify the County in writing if the UNIVERSITY becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the UNIVERSITY's performance under the Contract, as well as any potential conflicts of interest between UNIVERSITY and County that may arise prior to or during the period of Contract performance. While UNIVERSITY will be required to provide this information without prompting from the County any time there is a change in UNIVERSITY's name, conflict of interest or litigation status, UNIVERSITY must also provide an update to the County of its status in these areas whenever requested by the County.

The UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the UNIVERSITY, this obligation shall apply to the UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this

Contract. The UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- 15.26 Compliance with Laws. UNIVERSITY represents and warrants that services to be provided under this Contract shall materially comply, at UNIVERSITY's expense, with all, laws, statutes, restrictions, ordinances, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on UNIVERSITY to ensure such compliance, and pursuant to the requirements of paragraph 8.0. UNIVERSITY agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- 15.27 Attorney Fees. In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- 15.28 Interpretation. This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- 15.29 Employee Eligibility Verification. The UNIVERSITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The UNIVERSITY shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The UNIVERSITY shall retain all such documentation for all covered employees for the period prescribed by the law. The UNIVERSITY shall indemnify and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the UNIVERSITY or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- 15.30 COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES. This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions

Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

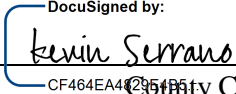
By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By:  \_\_\_\_\_  
County Counsel

Date: 7/14/2025 | 3:14 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By:  \_\_\_\_\_  
Auditor-Controller's Office

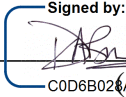
Date: 7/15/2025 | 7:15 AM PDT

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_


Syracuse University

By: \_\_\_\_\_  
Contractor's Business Name \*  
 \_\_\_\_\_  
Signature of Chair, President,  
or Vice-President) \*

Duncan Brown Vice President for Research

Date: \_\_\_\_\_  
Name and Title

6/26/2025 | 7:07 AM PDT

By:  \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer) \*

Brett Padgett SVP and CFO

Date: \_\_\_\_\_  
Name and Title

7/1/2025 | 5:22 AM PDT



## Exhibit A – County of Monterey

### The Psychiatric Advance Directives Project, Phase 2 (PADs 2)

#### I. Scope of Work (SOW)

Syracuse University (SU) will serve as the fiscal administrator for the multi-county Psychiatric Advance Directives Project, Phase 2 (PADs 2). With assistance and approval from the Project Director, Kiran Sahota of Concepts Forward Consulting, SU will engage the selected subcontractors on each county's behalf and provide oversight of subcontractors' budgets and invoices, including approved direct and indirect costs. Moreover, SU will administer and manage all applicable contracts and provide financial oversight, including financial reporting to counties, subcontractors, and project management.

To achieve these objectives, SU will provide a dedicated team to coordinate all related operational, legal, and fiscal activities within the various departments at SU, including the Offices of Sponsored Programs and Sponsored Accounting, Payroll, Purchasing, Disbursements, and the Burton Blatt Institute as the principal investigator and engaged external evaluator for the implementation of PADs 2 across all counties.

Activities handled by SU will include:

- Drafting, finalizing, renewing, and updating all contracts with counties, subcontractors, and other parties as required.
- Reviewing contracts to ensure completeness, accuracy, and conformity with county policies and applicable California state and federal regulations.
- Overseeing the confidentiality requirements of vendors and subcontractors as established in Section 10.0 of this Agreement.
- Performing background vetting and checks of potential vendors and subrecipients.
- Completing financial risk analyses of potential vendors and subrecipients.
- Reviewing invoices for accuracy, compliance, and alignment with the project scope.
- Ensuring that payments to vendors and subrecipients are made accurately and promptly.
- Establishing appropriate formats and a schedule for financial updates.
- Coordinating deliverables and communications with project management and counties.
- Attending meetings with counties and project management to provide financial updates.
- Advising on various financial, accounting, or related legal issues as they arise.

**II. Budget – County of Monterey**

	2025-2026	2026-2027	2027-2028	2028-2029	Total
<b>Personnel Costs</b>					
Salaries	16,560	17,057	17,568	18,095	69,279
Fringe benefits	4,496	4,631	4,770	4,913	18,809
<b>Total Personnel Costs</b>	<b>21,056</b>	<b>21,687</b>	<b>22,338</b>	<b>23,008</b>	<b>88,089</b>
<b>Other Direct Operating Costs</b>					
Travel	1,586	1,586	1,586	1,586	6,343
Materials and supplies	76	76	76	79	306
<b>Total Other Direct Operating Costs</b>	<b>1,661</b>	<b>1,661</b>	<b>1,661</b>	<b>1,665</b>	<b>6,648</b>
<b>Subcontracts and Services</b>					
Burton Blatt Institute (Syracuse University)	39,485	37,615	35,371	35,635	148,107
Concepts Forward Consulting	43,418	43,418	43,418	43,418	173,671
Chorus Innovations	91,555	91,555	91,555	91,555	366,219
Painted Brain	18,877	18,877	18,877	18,877	75,509
Idea Engineering	18,877	18,877	18,877	18,877	75,509
Alpha Omega Translations	3,775	3,775	3,775	3,775	15,102
Legal Consultant (vendor)	2,962	2,962	2,962	2,962	11,850
<b>Total Subcontracts and Services</b>	<b>218,950</b>	<b>217,080</b>	<b>214,836</b>	<b>215,100</b>	<b>865,966</b>
<b>Total Indirect Costs</b>	<b>11,083</b>	<b>9,481</b>	<b>9,242</b>	<b>9,491</b>	<b>39,297</b>
<b>Budget total</b>	<b>252,749</b>	<b>249,910</b>	<b>248,077</b>	<b>249,264</b>	<b>1,000,000</b>

**III. Budget Narrative – County of Monterey****A. Personnel Salary Costs**

Personnel costs include salaries, wages and fringe benefits for personnel engaged at SU to accomplish the objectives as described above in the SOW, and other direct expenses necessary for these individuals to carry out the work as agreed.

**Peter Blanck**, Ph.D., J.D., Principal Investigator will provide 0.21 FTE (0.875 summer months of effort and 1.7 months during the academic year) in each of the four years of the project for oversight of all project activities. As PI, Dr. Blanck has responsibility for overall execution of the project, including financial management. Dr. Blanck will spend time in California, including attending meetings with the project manager and the project teams, counties and subcontractors.

**Ingrid Stefano** will in her capacity as Director of Research Administration at BBI, oversee the financials for the multi-county project, working closely with Dr. Blanck and the fiscal management team at SU to ensure developments in the project are translated and communicated to the team and appropriate administrative offices at SU. She will support and advise the Assistant Project Director and help resolve any challenges that may arise related to the administration of the project. She will oversee internal control related to the project, including regular control of invoices and other expenses. She will devote 0.21 FTE (1.2 calendar months) of effort in each of the four years of the project.

**Heather DiBlasi**, Assistant Project Director will be main person responsible for the financial management of the multi-county project devoting 1 FTE (12 calendar months) in each of the project years. She will work closely with the Director of Sponsored Programs and the BBI Director of Research Administration to manage all project-related contracts and agreements, and revise and renew these as required. Moreover, she will manage subcontracts, purchase orders, and related invoices to oversee the correct distribution of costs to each county in agreement with the contracts.

Ms. DiBlasi will have the day-to-day oversight of expenditures, budget tracking, and financial reporting, ensuring that all relevant parties are kept informed of spending and any events impacting the projected expenditures. She will be the main point of contact and coordinator between SU departments, project management, subcontractors, vendors, and counties with respect to the financial administration of the project. She will attend regular meetings with counties, project management, subcontractors, or other relevant parties and provide financial updates.

**Sean Kelly**, budget analyst, will support the projects with financial analysis, including costs projection models for PADs 2. He will devote 0.05 FTE (0.6 calendar month) each year of the project period.

*Personnel Salary Costs: Total of \$69,279 for County of Monterey.*

Fringe Benefits are calculated as direct costs in accordance with Syracuse University's indirect cost rate agreement (Department of Health and Human Services: 06/04/2024 rates: 16.3% for faculty during the summer; 29.3% for faculty during the academic year and full-time staff, 12.7% for graduate students; 7.9% for temporary wages). Actual rates in place during the project period will be charged.

*Fringe Benefit Costs: Total of \$18,809 for County of Monterey.*

## **B. Other Direct Costs**

Other Direct Operating Costs include computing costs and necessary materials and supplies, and travel for the PI, assistant project director, and other SU staff as deemed necessary to participate in the annual meeting and other convenings in California.

*Other Direct Costs: Total of \$6,648 for County of Monterey.*

## **Subcontracts and Service Providers:**

The following organizations will be engaged as subcontractors or Service Providers as directed by the Project Manager:

- **Burton Blatt Institute (Syracuse University)** – \$148,107 is requested for Burton Blatt Institute's project evaluation team to work in collaboration with the PADs Project Director, each county's PADs project managers, and project sub-contractors including Chorus, Idea, Painted Brain, and others to conduct a longitudinal qualitative and quantitative evaluation of the PADs Phase 2 web-based platform.
- **Concepts Forward Consulting** – \$173,671 is requested for the overall full project management of PADs 2.
- **Chorus Innovations** – \$366,219 is requested for software development of a secure, private and accessible technology platform for PADs.

- **Painted Brain** – \$75,509 is requested for participation in stakeholder discussions, provision of county technical assistance, legal expertise, and training of peer specialists / county mental health professionals in use of PADs platform.
- **Idea Engineering** – \$75,509 is requested for developing a statewide platform to for education, communications, and media support surrounding the PADs solution.
- **Alpha Omega Translations** – \$15,102 is requested for translation services for PADs technology platform.

The following organization will be engaged as a service provider (vendor):

- Legal Consultant (TBD) - \$11,850 is requested for legal consultant services.

*Subcontracts and Service Provider Costs: Total of \$865,966 for County of Monterey.*

### **C. Indirect Operating Costs**

Syracuse University applies indirect costs to modified total direct costs (MTDC), consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).

For this project, Syracuse University will apply a discounted indirect cost rate to the MTDC as agreed with the Project Manager and participating California counties.

*Indirect Operating Costs: Total of \$39,297 for County of Monterey.*

### **D. Total Project Costs:**

*Cumulative Total of \$1,000,000 for County of Monterey.*

**IV. Payment Terms: Cost Reimbursement**

It is agreed to and understood by the Parties that the University shall be reimbursed for all costs incurred in connection with this project up to the amount of **\$1,000,000** (the "Project Cost") as established by the Statement of Work and Approved Budget in this Exhibit A. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses. Unspent budgeted funding is automatically carried forward to the next budget year and available for project expenditure without the need for COUNTY prior approval.

Reimbursement shall be made by the COUNTY upon receipt of itemized invoices. Each invoice must reference the County account number. Invoices shall be submitted not more frequently than monthly but must be submitted at least quarterly in accordance with the Approved Budget.

The COUNTY shall not be liable for any payment in excess of the Project Cost unless this Agreement Exhibit A is modified in writing. Within sixty (60) days after the termination of this Agreement the University shall submit a final financial report setting forth costs incurred.

Checks shall be made payable to 'Syracuse University' and shall be sent to:

Syracuse University  
Bursar's Office  
Attn: Director, Sponsored Accounting  
119 Bowne Hall  
Syracuse, NY 13244  
Email: [contacct@syr.edu](mailto:contacct@syr.edu)  
Tel: 315-443-2089

For the purposes of identification, each payment shall include the title of the project and the name of the Principal Investigator.

DIR Project Registration # \_\_\_\_\_  
ENGIE Services Project #: CN-001318  
ENGIE Services Contract # R 3652

**ENERGY SERVICES CONTRACT**

This **ENERGY SERVICES CONTRACT** (this “Contract”) is made and entered into as of December 3,2024 (the “Contract Effective Date”) by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor’s License Number 995037 (“ENGIE Services U.S.”), and **the County of Monterey** (“County” and together with ENGIE Services U.S. the “Parties” and each of County and ENGIE Services U.S. a “Party”).

**CONTRACT RECITALS**

WHEREAS, County owns and/or operates certain public facilities specifically described in Attachment A (the “Facilities”) and County wishes to reduce the Facilities’ energy consumption and costs and improve the Facilities’ energy quality and reliability; and

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to County including identifying supply-side and/or demand-side energy conservation measures (“ECMs”), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, ENGIE Services U.S. has identified potential energy and operational savings opportunities at County’s Facilities and estimated program costs to implement the ECMs and presented an overall potential energy cost and consumption savings for implementing the ECMs; and

WHEREAS, pursuant to California Government Code §4217.12, County held a regularly scheduled public hearing on [●], of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, County has determined that the anticipated cost to County to implement the ECMs will be less than the anticipated cost to County for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by County in the absence of the ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, County has determined that entering into this energy services contract to implement the ECMs is in the best interests of County and that California Government Code §4217.10 *et seq.* allows County to enter into this Contract; and

WHEREAS, by adoption of Resolution No. \_\_\_\_\_ at the above-referenced meeting, County approved this Contract and authorized its execution.

NOW, THEREFORE, County and ENGIE Services U.S. hereby agree as follows:

**ARTICLE 1. DEFINITIONS**

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

“**Abnormally Severe Weather Conditions**” means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term “Abnormally Severe Weather Conditions” specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

“**Act**” is defined in ARTICLE 14.

“**ADA**” means the Americans With Disabilities Act.

“**Affiliate**” means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

“**Applicable Law**” means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory

determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

“**Applicable Permits**” means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date.

“**Application for Payment**” means a monthly progress payment as described in Section 8.01 or an invoice for materials stored off-site as described in Section 8.02.

“**Arbitral Panel**” is defined in Section 19.04(ii).

“**Arbitration Rules**” is defined in Section 19.04(ii).

“**Attachment**” means the following attachments to this Contract, each of which is an “Attachment:”

Attachment A	County’s Facilities and Existing Equipment
Attachment B	Standards of Occupancy and Control
Attachment C	Scope of Work
Attachment D	Scope of Monitoring Installation
Attachment E	Solar Production Guarantee
Attachment F	Maintenance Services
Attachment G	Schedule of Values

“**Beneficial Use**” means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

“**Business Day**” means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

“**CEQA**” means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

“**Certificate of Beneficial Use**” means the certificate, issued by ENGIE Services U.S. to County and subcontractor(s), which identifies when County took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Final Completion**” means the certificate issued by ENGIE Services U.S. to County, in accordance with Section 6.03. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Substantial Completion**” means the certificate issued by ENGIE Services U.S. to County, in accordance with Section 6.02. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Change**” means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

“**Change in Law**” means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker’s compensation, payroll or withholding tax law, but including any change in law imposing new or additional tariffs or import duties).

“**Change Order**” means a written document, signed by both ENGIE Services U.S. and County, authorizing ENGIE Services U.S. to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the applicable Change; (ii) any additional compensation to be paid to ENGIE Services U.S. to perform such Change; and (iii) any extension of time to complete the Project.

“**Construction**” means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

**“Construction Documents”** means the final designs, drawings, specifications and submittals that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

**“Construction Period”** means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

**“Contract”** is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto.

**“Contract Amount”** means Eighteen Million One Hundred Thirty-Four Thousand Seven Hundred Dollars (\$18,134,700.00), which is inclusive of the mobilization payment, as set forth in Section 8.01, but exclusive of any fees for Professional Services.

**“Contract Bonds”** is defined in Section 12.02.

**“Contract Effective Date”** is defined in the Preamble.

**“County”** is defined in the Preamble.

**“County Persons”** means County, its agents, employees, subcontractors, architects, general contractors, lease/leaseback contractors or other Persons responsible for managing this Energy Services Contract.

**“Delay”** means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

**“Dispute”** is defined in Section 19.02.

**“DOE Guidelines”** is defined in Section 13.01.

**“ECM”** is defined in the Recitals.

**“Education Services”** (if any) are defined in Attachment G.

**“Energy Delivery Point”** means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

**“Energy Usage Data”** is defined in Section 2.05.

**“ENGIE Services U.S.”** is defined in the Preamble.

**“ENGIE Services U.S. Warranty”** is defined in Section 9.01.

**“Event of Default”** is defined in ARTICLE 16.

**“Excusable Event”** means an act, event, occurrence, condition or cause beyond the control of ENGIE Services U.S., including, but not limited to, the following: (i) any act or failure to act of, or other Delay caused by any County Person; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, other than a failure caused by the action or inaction of ENGIE Services U.S.; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or County Person; (iv) undisclosed or unforeseen conditions encountered at the Project Location, including discovery or existence of Hazardous Substances; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of ENGIE Services U.S.; (vi) information provided to ENGIE Services U.S. by any County Person or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law; (viii) Delay caused by pending arbitration; (ix) acts of God; (x) acts of the public enemy or terrorist acts; (xi) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (xii) work by Utility; (xiii) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (xiv) sabotage, vandalism, riots or civil disobedience; (xv) labor disputes or strikes; (xvi) labor or material shortages; material delay in manufacturing and/or deliveries of equipment or supply chain disruptions; each to the extent outside of ENGIE Services U.S.’s control; (xvii) Abnormally Severe Weather Conditions; (xviii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility; (xix) requirement by Utility that any Generating Facility discontinue operation; (xx) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); (xxi) any Utility power outage at a Facility;



(xxii) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any County Person; or (xxiii) regional epidemic or global pandemic.

“**Facilities**” is defined in the Recitals.

“**Final Completion**” means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to County of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

“**Generating Facility**” means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

“**Governmental Authority**” means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

“**Greenhouse Gas**” is defined in Section 13.01.

“**Hazardous Substances**” means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 *et seq.*), as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.

“**Incentive Funds**” is defined in Section 8.06.

“**Installation**” means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

“**Instruments of Service**” is defined in Section 10.01(c).

“**Interconnection Agreement**” means the Interconnection Agreement to be entered into between County and the Utility with respect to the Generating Facilities.

“**Interconnection Facilities**” is defined in Section 18.02.

“**Interest**” means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The “prime rate” will be the “Prime Rate” of interest per annum for domestic banks as published in The Wall Street Journal in the “Money Rates” section.

“**Losses**” is defined in Section 11.01.

“**M&V Commencement Date**” means the first day of the month immediately following the later of (i) ENGIE Services U.S.’s receipt of the fully signed Certificate of Final Completion, and (ii) ENGIE Services U.S.’s receipt of the full Contract Amount.

“**M&V Services**” (if any) are defined in Attachment E.

“**Maintenance Services**” (if any) are defined in Attachment F.

“**Measurement Period**” means each one-year period following the M&V Commencement Date.

“**NEC**” means the National Electric Code.

“**Notice to Proceed**” is defined in Section 2.04.

“**Party**” and “**Parties**” are defined in the Preamble.

“**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

“**Professional Services**” means professional services (such as Education Services, Maintenance Services and M&V Services, if any) provided by ENGIE Services U.S. to County under this Contract.

“**Project**” means the entirety of Work to be performed by ENGIE Services U.S. pursuant to the Scope of Work, and any Change Orders.

“**Project Location**” means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

“**Punch List**” means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair County’s ability to beneficially operate and utilize such portion of the Work.

“**Retained Items**” is defined in Section 10.02.

“**Retention**” is defined in Section 8.03.

“**Schedule of Values**” is defined in Section 8.01.

“**Scope of Work**” means the Work set forth in Attachments C and D, as modified by any Change Order.

“**Substantial Completion**” means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that County can take Beneficial Use thereof.

“**Surety**” means the surety supplying the Contract Bonds, which must be an “admitted surety insurer,” as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to County.

“**Utility**” is defined in Section 18.02.

“**Work**” means the Work to be done by ENGIE Services U.S. pursuant to the Scope of Work, subject to any Change Orders.

## ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day on which Professional Services are provided, unless terminated earlier as provided in this Contract.

Section 2.02 Performance of Work. The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract and the applicable standard of care. ENGIE Services U.S. will perform its obligations under this Contract (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (x) generally accepted professional standards prevailing at the time the Work is performed, (y) the covenants, terms and conditions of this Contract, and (z) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. ENGIE Services U.S. represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein will be subject to County’s general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work may not exceed that set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E, F and G, except pursuant to a Change Order.

Section 2.04 Notice to Proceed. Within ten (10) days after County has closed the financing referenced in Section 2.07 and provided ENGIE Services U.S. has furnished proof of having met the requires set forth in Section 12.01 and section 12.04, County will issue to ENGIE Services U.S. a written Notice to Proceed (“Notice to Proceed”). ENGIE Services U.S. will begin Work within thirty (30) calendar days after ENGIE Services U.S.’s receipt of the Notice to Proceed. If County fails to issue the Notice to Proceed within twenty (20) calendar days after the financing has closed, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as a result of such delay.

Section 2.05 Project Schedule. After receipt of the Notice to Proceed, ENGIE Services U.S. will develop, with input from County, a master Project Schedule using Microsoft Project®. The Project Schedule shall be based on Critical Path Methodology (CPM) and include sufficient detail to reflect all elements of the project scope and all phases of the work (e.g., development, design, permitting, construction, etc.). County will have ten (10) calendar days following receipt of the project schedule to provide input. The project schedule shall be agreed to by the County and serve as the baseline for the project. The project schedule shall be agreed to by the County and serve as the baseline for the project. ENGIE Services U.S. will establish a weekly project meeting at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated every other week to indicate status and completed tasks. If project delays occur that impact the Project Schedule and any of its identified critical paths and/or phases of work, regardless of whether the delays are caused by an Excusable Event, ENGIE

Services U.S. within seven (7) calendar days shall in writing (i) notify the County of the delay; (ii) identify the nature and extent of the delay and its impact on the Project Schedule; (iii) provide an updated Project Schedule; and (iv) identify what, if any, corrective steps shall be taken to mitigate the delay impact on the overall Project Schedule.

Section 2.06 County's Energy and Operational Records and Data. If ENGIE Services U.S. requests, County will provide to ENGIE Services U.S., within thirty (30) calendar days after such request, County's Energy Usage Data for the twelve (12) months preceding the Contract Effective Date, and will make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the Contract Effective Date. "Energy Usage Data" means all of County's records and complete data concerning energy usage, energy-related maintenance, and other related costs for the Facilities, and including, without limitation, utility records; occupancy information; descriptions of any past, present or anticipated changes in a building's structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, operation and maintenance manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures currently utilized. County agrees that ENGIE Services U.S. may rely on the foregoing data as being accurate in all respects. If ENGIE Services U.S. requests, County will also provide to ENGIE Services U.S., within thirty (30) calendar days after such request, any prior energy audits of the Facilities, and copies of County's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and will authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of ENGIE Services U.S.

Section 2.07 Finance Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon County closing financing that will allow it to make the payments to ENGIE Services U.S. required by this Contract. County will have thirty ninety (90) calendar days after the Contract Effective Date to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice; *provided* that County may not declare this Contract to be null and void after it has issued the Notice to Proceed. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to commence performance of the Work unless and until the financing has been closed.

Section 2.08 Proof of Financial Arrangements. Prior to the commencement of the Work, County will provide ENGIE Services U.S. proof that financial arrangements have been made to fulfill County's obligations under this Contract. County's requirement to furnish such proof to ENGIE Services U.S. is a condition precedent to commencement of the Work. After commencement of the Work, ENGIE Services U.S. may request such proof if (i) County fails to make payments to ENGIE Services U.S. as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount; or (iii) ENGIE Services U.S. has other reasonable concerns regarding County's ability to fulfill its payment obligations under this Contract when due. County will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After County furnishes any such proof, County will not materially vary such financial arrangements without prior consent of ENGIE Services U.S. If County fails to provide ENGIE Services U.S. with such proof within ten (10) calendar days of receiving a demand from ENGIE Services U.S., ENGIE Services U.S. will be entitled to suspend its performance under this Contract until such proof is received.

### ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

#### Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, County must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) ENGIE Services U.S. is responsible for obtaining (but not paying for) all Applicable Permits required under this Contract. County will cooperate fully with and assist ENGIE Services U.S. in obtaining Applicable Permits.
- (c) County is responsible for paying for all permit fees (including expedited plan check fees), inspections, and certifications costs, including any additional work that may be required by the Authority(ies) Having Jurisdiction as part of the permitting process.
- (d) County is responsible for hiring and paying for all inspectors, site testing (including geotechnical observations) and laboratory testing.
- (e) County is responsible for paying for all utility interconnection(s) costs, including any additional work that may be required by the Utility(ies) as part of the Interconnection Agreement(s).
- (f) County is responsible for obtaining and paying for any annual operating permits and approvals or exemptions required by CEQA, as applicable.

Section 3.02 Coordination. County will be responsible for coordinating the activities of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors and suppliers with those of County Persons.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, ENGIE Services U.S. will periodically meet with County to report on the general status and progress of the Work. ENGIE Services U.S. may (but is not required to) make food and beverage items of nominal value available to County and County's employees and agents at such meetings, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.04 Project Location Access. County hereby grants to ENGIE Services U.S., without cost to ENGIE Services U.S., all rights of ingress and egress at the Project Location, necessary for ENGIE Services U.S. to perform the Work and provide all services contemplated by this Contract. ENGIE Services U.S. will provide twenty-four-hour advance notice to County for access to any County Facilities. All persons entering the Project Location, including County and its employees and agents, must follow ENGIE Services U.S.'s safety procedures. ENGIE Services U.S. may (but is not required to) make transportation available to County and County's employees and agents between and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.05 Consents: Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that ENGIE Services U.S., and any agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of County for purposes of conflict of interest laws or any other Applicable Law.

#### **ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT**

##### Section 4.01 General Provisions.

- (a) After receipt of the Notice to Proceed, ENGIE Services U.S. will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by County, ENGIE Services U.S. will order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule.
- (c) County will designate a single-point representative with whom ENGIE Services U.S. may consult on a reasonable, regular basis and who is authorized to act on County's behalf with respect to the Project design. County's representative will render decisions in a timely manner with regard to any documents submitted by ENGIE Services U.S. and to other requests made by ENGIE Services U.S. in order to avoid delay in the orderly and sequential progress of ENGIE Services U.S.'s design services.
- (d) Within ten (10) Business Days after ENGIE Services U.S.'s request, County will:
  - (i) furnish all surveys or other information in County's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
  - (ii) disclose any prior environmental review documentation and all information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
  - (iii) supply ENGIE Services U.S. with all relevant information in County's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location;
  - (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location for the execution of the Work; and
  - (v) obtain any and all title reports for those Project Locations reasonably requested by ENGIE Services U.S.
- (e) All information furnished pursuant to this Section 4.01 will be supplied at County's expense, and ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided. If ENGIE Services U.S. is adversely affected by any failure to provide, or delay in providing, the information specified in

Section 4.01(d), ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.

- (f) If any information disclosed under this Section 4.01 gives rise to a Change to the Work or an Excusable Event, ENGIE Services U.S. will notify County. The Parties will meet and confer with respect to those Changes, and ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. If the Parties, however, are unable to agree on whether County's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 19.
- (g) ENGIE Services U.S. contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by County prior to the Contract Effective Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Contract Effective Date will constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. ENGIE Services U.S. will prepare and submit all drawings and specifications to County for review. County will review the documents and provide any comments in writing to ENGIE Services U.S. within ten (10) Business Days after receipt of the documents. ENGIE Services U.S. will incorporate appropriate County comments into the applicable drawings and specifications. ENGIE Services U.S. reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. If County fails to provide written comments within the ten (10) Business Day period, County will be deemed to have no comments regarding the documents.

Section 4.03 Permits. The respective obligations of the Parties in obtaining inspections and permits are as specified in Section 3.01. County will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by ENGIE Services U.S. due to a Change required by a Governmental Authority and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority.

Section 4.04 Changes During Final Design Phase. If during the design phase an Excusable Event occurs, ENGIE Services U.S. shall have the right to submit a Change Order Request for an equitable extension of time and/or an equitable adjustment in the Contract Amount.

## **ARTICLE 5. CONSTRUCTION PHASE**

Section 5.01 General Provisions. Upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of Construction Documents, ENGIE Services U.S. will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by ENGIE Services U.S. and/or one or more licensed subcontractors qualified to perform the Work.

Section 5.02 ENGIE Services U.S.'s Responsibilities during Construction Phase.

- (a) As an independent contractor to County, ENGIE Services U.S. will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. ENGIE Services U.S. will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. ENGIE Services U.S. will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) ENGIE Services U.S. will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to County's operations at the Project Location. ENGIE Services U.S. will provide at least fifteen (15) calendar days' written notice to County of any planned power outages that will be necessary for the construction. ENGIE Services U.S. will cooperate with County in scheduling such outages, and County agrees to provide its reasonable approval of any scheduled outage.
- (c) ENGIE Services U.S. will initiate and maintain a safety program in connection with its Construction of the Project. ENGIE Services U.S. will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to: (i) employees of ENGIE Services U.S. and subcontractors performing Work under this Contract; (ii) ENGIE Services U.S.'s property and other materials to be incorporated into the Project, under the care, custody, and control of ENGIE Services U.S. or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. ENGIE Services U.S. will not be responsible for County's employees' safety unless ENGIE Services U.S.'s negligence in the performance of its Work is the proximate cause of the employee's injury.

- (d) ENGIE Services U.S. will provide notice to County of scheduled test(s) of installed equipment, if any, and County and/or its designees will have the right to be present at any or all such tests conducted by ENGIE Services U.S., any subcontractor, and/or manufacturers of the equipment.
- (e) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, ENGIE Services U.S. will, in advance of excavation, submit to County and/or a registered civil or structural engineer, employed by County, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by County or by the person to whom authority to accept has been delegated by County. Pursuant to California Labor Code §6705, nothing in this Section 5.02(e) imposes tort liability on County or any of its employees.
- (f) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
- (i) ENGIE Services U.S. will promptly, and before the following conditions are disturbed, notify County, in writing, of any:
    - 1) Material that ENGIE Services U.S. believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
    - 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to ENGIE Services U.S. before the Contract Effective Date;
    - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
  - (ii) County will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in ENGIE Services U.S.'s cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.
  - (iii) If a dispute arises between County and ENGIE Services U.S., whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in ENGIE Services U.S.'s cost of, or time required for, performance of any part of the Work, ENGIE Services U.S. will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. ENGIE Services U.S. will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 County's Responsibilities during Construction Phase.

- (a) County will designate a single-point representative authorized to act on County's behalf with respect to Project construction and/or equipment installation. County may from time to time change the designated representative and will provide written notice to ENGIE Services U.S. of such change. Any independent review of the construction will be undertaken at County's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of ENGIE Services U.S.'s Work.
- (b) County will provide a temporary staging area for ENGIE Services U.S., or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. County will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. County will provide access to the Facilities, including parking permits and identification tags, for ENGIE Services U.S. and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by ENGIE Services U.S. and acceptable to County. County will also either provide a set or sets of keys to ENGIE Services U.S. and its subcontractors (signed out per County policy) or provide a readily available security escort to unlock and lock doors. County will not unreasonably restrict ENGIE Services U.S.'s access to Facilities to make emergency repairs or corrections as ENGIE Services U.S. may determine are needed.
- (c) County will maintain the portion of the Project Location that is not directly affected by ENGIE Services U.S.'s Work. County will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of County.

- (d) County will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) County will prepare the Project Location for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by County and such documentation made available to ENGIE Services U.S. are the responsibility of County. If ENGIE Services U.S. encounters such unforeseen conditions in the performance of the Work, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) County will remove any Hazardous Substances either known to County prior to the commencement of the Work or encountered by ENGIE Services U.S. during the construction of the Project, if necessary in order for the Work to progress safely, that were not knowingly released or brought to the site by ENGIE Services U.S. ENGIE Services U.S. will respond to the discovery of Hazardous Substances at or around the Project Location during the course of ENGIE Services U.S.'s construction in accordance with Section 5.06.
- (g) County will coordinate the Work to be performed by ENGIE Services U.S. with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that ENGIE Services U.S. will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.
- (h) County will, and will cause County Persons to, allow ENGIE Services U.S. and its subcontractors access to and reasonable use of necessary quantities of County's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to ENGIE Services U.S.
- (i) County will, and will cause County Persons to, provide ENGIE Services U.S. and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to ENGIE Services U.S., access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) County will also do the following:
  - (i) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of the Work.
  - (ii) When requested by ENGIE Services U.S., participate in the job inspection walk-through with ENGIE Services U.S. to determine Substantial Completion or Beneficial Use of major equipment, and will sign the Certificate(s) of Substantial Completion.
  - (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
  - (iv) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time. ENGIE Services U.S. may, at its election, suspend performance of that portion of the Work affected by any proposed Change until a written Change Order with respect to the Changed or modified Work has been signed by both County and ENGIE Services U.S. ENGIE Services U.S. will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change until such time as the applicable Change Order is resolved. In addition, if any County Person requests a proposal from ENGIE Services U.S. for a Change and County subsequently elects to not proceed with such Change, County agrees that a Change Order will be issued to reimburse ENGIE Services U.S. for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by such County Person.
- (b) Change Orders Requiring Additional Compensation. If during construction any County Person requests changes and/or modifications to the Work, and/or there are Excusable Events, ENGIE Services U.S. shall have the right to submit a Change Order Request for the extra costs caused by such modifications and/or changes and/or Excusable Event. ENGIE Services U.S. will be entitled to submit a Change Order Request for additional compensation.

- (c) Change Orders Requiring Additional Time. If during construction any County Person requests changes and/or modifications to the Scope of Work and/or an Excusable Event occurs, the Parties agree that an equitable extension of time to complete the Work may be necessary. Prior to any extension of time, ENGIE Services U.S. will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided* that County has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.
- (d) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
- (i) unit prices set forth in this Contract or as subsequently agreed;
  - (ii) a mutually accepted, itemized lump sum; or
  - (iii) costs calculated on a basis agreed upon by County and ENGIE Services U.S. plus a fee (either a lump sum or a fee based on a percentage of cost) to which the Parties agree.
- (e) Disagreements. If there is a disagreement between County and ENGIE Services U.S. as to whether ENGIE Services U.S. is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 19. Pending the resolution of any such dispute, ENGIE Services U.S. may suspend Work.

Section 5.05 Minor Changes to Scope of Work. ENGIE Services U.S. has the authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the Construction Documents, without prior notice to County. ENGIE Services U.S. will either promptly inform County, in writing, of any minor changes made during the implementation of the Project, or make available to County at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) ENGIE Services U.S. will promptly provide written notice to County if ENGIE Services U.S. observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. ENGIE Services U.S. will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. County will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. County will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection will execute all generator manifests with respect thereto. ENGIE Services U.S. will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, County will provide ENGIE Services U.S., within ten (10) Business Days after the Contract Effective Date, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Project Location, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (b) County will indemnify, defend, and hold ENGIE Services U.S. harmless from and against any and all Losses that in any way result from, or arise under, such County owned or generated Hazardous Substances, except for liabilities to the extent due to the negligence or willful misconduct of ENGIE Services U.S., or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of ENGIE Services U.S.'s Work, (iii) may cause ENGIE Services U.S.'s completed Work to be non-compliant with applicable codes, (iv) may prevent County from realizing the full benefits of ENGIE Services U.S.'s Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of ENGIE Services U.S.'s Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, ENGIE Services U.S. will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order. ENGIE Services U.S., in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with County for additional compensation and, if appropriate, an extension of time.



**ARTICLE 6. PROJECT COMPLETION**

Section 6.01 Occupancy or Use of Work. County may take occupancy or use of any completed or partially completed portion of the Work at any stage, whether or not such portion is Substantially Complete, *provided* that such occupancy or use is authorized by Governmental Authority and, *provided further*, that County assumes responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. If Substantial Completion of a portion of the Construction Work is not yet achieved, occupancy or use of such portion of the Work will not commence until County's insurance company has consented to such occupancy or use. When occupancy or use of a portion of the Work occurs before Substantial Completion of such portion, County and ENGIE Services U.S. will accept in writing the responsibilities assigned to each of them for title to materials and equipment, payments and Retention with respect to such portion.

Section 6.02 Substantial Completion. When ENGIE Services U.S. considers the Work, or any portion thereof, to be Substantially Complete, ENGIE Services U.S. will supply to County a written Certificate of Substantial Completion with respect to such portion of the Work, including a Punch List of items and the time for their completion or correction. County will within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and sign and return the Certificate of Substantial Completion to ENGIE Services U.S. acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion County will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. County agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned.

Section 6.03 Final Completion. When ENGIE Services U.S. considers the entirety of the Work to be Finally Complete, ENGIE Services U.S. will notify County that the Work is fully complete and ready for final inspection. County will inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of ENGIE Services U.S.'s certification that the Work is complete. If County does not verify the Final Completion of the Work within this period, the Work will be deemed fully completed. When County agrees that the Work is fully completed, ENGIE Services U.S. will issue a Certificate of Final Completion, which County must sign. County agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. At that time, County will pay ENGIE Services U.S. any remaining Contract Amount due and any outstanding Retention being withheld by County, in accordance with Section 8.03. County may give ENGIE Services U.S. written notice of acceptance of the Work and will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to County upon the earlier of (i) the date payment for such Project equipment, supplies or components is made by County or (ii) the date any such items are incorporated into the Project Location. ENGIE Services U.S. will retain care, custody and control and risk of loss of such Project equipment, supplies and components until the earlier of Beneficial Use or Substantial Completion. Transfer of title to County will in no way affect County's and ENGIE Services U.S.'s rights and obligations as set forth in other provisions of this Contract. Except as provided in this Section 6.04, after the date of Substantial Completion, ENGIE Services U.S. will have no further obligations or liabilities to County arising out of or relating to this Contract, except for the obligation to complete any Punch List items, the obligation to perform any warranty service under Section 9.01, and obligations which, pursuant to their terms, survive the termination of this Contract.

**ARTICLE 7. SUBCONTRACTORS**

Section 7.01 Authority to Subcontract. ENGIE Services U.S. may delegate its duties and performance under this Contract, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the Work. ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using.

Section 7.02 Prompt Payment of Subcontractors. ENGIE Services U.S. will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim under any provision of Applicable Law from arising against any County property, against ENGIE Services U.S.'s rights to payments hereunder, or against County.

Section 7.03 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of ENGIE Services U.S.'s subcontractors and County, or any obligation on the part of County to pay any sums to any of ENGIE Services U.S.'s subcontractors.

Section 7.04 Prevailing Wages. To the extent required by California Labor Code §1771 or other Applicable Law, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing Work at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, County will obtain from the Director of

Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. County will promptly notify ENGIE Services U.S. of any changes to any such prevailing wage determination.

## ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. Promptly after receipt of County's Notice to Proceed, ENGIE Services U.S. will invoice County for a mobilization payment in the amount of Two Million Three Hundred Fourteen Thousand Seventy-Four Dollars (\$2,314,074.00). This amount must be paid to ENGIE Services U.S. within forty five (45) calendar days after County's receipt of an invoice therefor. County acknowledges that prior to the Contract Effective Date, ENGIE Services U.S. procured solar panels on County's behalf to be installed at the Project Locations. Immediately upon the Contract Effective Date, ENGIE Services U.S. will invoice County for an additional One Million Three Hundred Twelve Thousand Eight Hundred Sixty-Six Dollars (\$1,312,866.00) ("IRA Safe Harbor Payment"). The IRA Safe Harbor Payment must be paid to ENGIE Services U.S. no later than December 31, 2024. Title to the equipment will pass to County upon payment in full of the IRA Safe Harbor Payment invoice. In the event County, for any reason, notifies ENGIE Services U.S. that it will not issue a Notice to Proceed for the Project, ENGIE Services U.S. will refund to County the IRA Safe Harbor Payment within thirty (30) calendar days. In addition, as the Work progresses, ENGIE Services U.S. will submit to County its applications for monthly payments based on the progress made on the Project through the date on which ENGIE Services U.S. submits such Application for Payment. A schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values") is attached hereto as Attachment G. Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Materials Stored Off-Site. In addition to the monthly progress payments specified in Section 8.01, ENGIE Services U.S. may invoice County for materials purchased in advance and not stored at the Project Location. Each such Application for Payment will be accompanied by proof of off-site material purchases, including quantities and model numbers, evidence that the materials have been delivered to a warehouse reasonably acceptable to County and evidence of appropriate insurance coverage. ENGIE Services U.S. will furnish to County written consent from the Surety approving the advance payment for materials stored off site. County will pre-pay one hundred percent (100%) of ENGIE Services U.S.'s Application for Payment for the materials delivered, less Retention as indicated in Section 8.03. ENGIE Services U.S. will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work.

Section 8.03 Retention. County, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within forty-five (45) calendar days after its receipt of the Application for Payment; *provided, however*, that there is to be no Retention with respect to the mobilization payment or the IRA Safe Harbor Payment. A failure to approve and pay an Application for Payment in a timely manner is a material default by County under this Contract. County may make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Upon Substantial Completion, the Retention must be reduced to two percent (2%) of the Contract Amount, and ENGIE Services U.S. may invoice and County will pay this amount. County will pay ENGIE Services U.S. the remaining two percent (2%) Retention amount upon achieving Final Completion. In lieu of Retention being held by County, ENGIE Services U.S. may request that securities be substituted or Retention be held in an escrow account pursuant to California Public Contract Code §22300.

Section 8.04 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to ENGIE Services U.S. for any remaining Retention withheld by County, which shall be paid within sixty (60) days of receipt of the final Application for Payment.

Section 8.05 Disputed Invoices/Late Payments. County may in good faith dispute any Application for Payment, or part thereof, within fifteen (15) calendar days after the date the Application for Payment was received by County. If County disputes all or a portion of any Application for Payment, County will pay the undisputed portion when due and provide ENGIE Services U.S. a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. County will be deemed to have waived and released any dispute known to it with respect to an Application for Payment if such notice and written explanation is not provided within fifteen (15) calendar days after the date the Application for Payment was received by County. If any amount disputed by County is finally determined to be due to ENGIE Services U.S., either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 19 below, it will be paid to ENGIE Services U.S. within ten (10) Business Days after such final determination, plus Interest from the date billed or claimed until such amount is paid. . Late payments will accrue Interest from the due date until paid.

Section 8.06 Rebate Programs. ENGIE Services U.S. makes no guarantee that County will receive funding from any energy efficiency rebate, incentive, and/or loan program(s), including the Inflation Reduction Act (collectively, "Incentive Funds"), or any portion thereof; ENGIE Services U.S. expressly disclaims any liability for County's failure to

receive any portion of the Incentive Funds, and County acknowledges and agrees that ENGIE Services U.S. will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

## ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS ARTICLE 9, ENGIE SERVICES U.S. MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. COUNTY WILL HAVE NO REMEDIES AGAINST EITHER ENGIE SERVICES U.S. OR ANY ENGIE SERVICES U.S. SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW. SPECIFICALLY, NEITHER ENGIE SERVICES U.S., NOR ENGIE SERVICES U.S.'s SUBCONTRACTORS OR VENDORS, WILL BE LIABLE TO COUNTY FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

Section 9.01 ENGIE Services U.S. warrants to County that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. ENGIE Services U.S. further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("ENGIE Services U.S. Warranty"). Notwithstanding the preceding sentence, the date the ENGIE Services U.S. Warranty commences with respect to a specific piece or pieces of equipment may be further defined in Attachment C.

Section 9.02 Equipment and material warranties that exceed the ENGIE Services U.S. Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to County, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be County's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the ENGIE Services U.S. Warranty period, ENGIE Services U.S., or ENGIE Services U.S.'s subcontractors, will correct its defects, and/or ENGIE Services U.S. will work with the equipment or material manufacturer as County's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of County. If a warranty issue arises on any equipment or material installed after the ENGIE Services U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, County will contact the manufacturer directly to resolve such warranty issues and County acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than ENGIE Services U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE Services U.S. subcontractor, improper use or operation, or normal wear and tear under normal usage. ENGIE Services U.S. shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, ENGIE Services U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

Section 9.04 County and ENGIE Services U.S. have discussed the risks and rewards associated with this Project, as well as the Contract Amount to be paid to ENGIE Services U.S. for performance of the Work. County and ENGIE Services U.S. agree to allocate certain of the risks so that, to the fullest extent permitted by Applicable Law, ENGIE Services U.S.'s total aggregate liability to County and all third parties is limited to the Contract Amount for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

## ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

### Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) Ownership: Except as expressly provided in this Contract, County will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade

secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. ENGIE Services U.S. will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.

- (b) License: Solely in connection with the Facilities, ENGIE Services U.S. grants to County a limited, perpetual, royalty-free, non-transferrable license for any ENGIE Services U.S. intellectual property rights necessary for County to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Ownership and Use of Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "Instruments of Service") furnished directly or indirectly, in writing or otherwise, to County by ENGIE Services U.S. under this Contract will remain ENGIE Services U.S.'s property and may be used by County only for the Work. ENGIE Services U.S. will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by County or any County Person for future additions or alterations to the Project or for other projects, without the prior written agreement of ENGIE Services U.S. Any unauthorized use of the Instruments of Service will be at County's sole risk and without liability to ENGIE Services U.S. If County uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of ENGIE Services U.S., County agrees to waive and release, and indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities on the Contract Effective Date will remain the property of County even if such equipment or materials are replaced or their operation made unnecessary by work performed by ENGIE Services U.S. If applicable, ENGIE Services U.S. will advise County in writing of all equipment and materials that will be replaced at the Facilities and County will, within five (5) Business Days of ENGIE Services U.S.'s notice, designate in writing to ENGIE Services U.S. which replaced equipment and materials should not be disposed of off-site by ENGIE Services U.S. (the "Retained Items"). County will be responsible for and designate the location and storage for the Retained Items. ENGIE Services U.S. will be responsible for the disposal of replaced equipment and materials, except for the Retained Items. ENGIE Services U.S. will use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. ENGIE Services U.S. will not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

**ARTICLE 11. INDEMNIFICATION / LIMITATION ON LIABILITY**

Section 11.01 Indemnification. To the fullest extent permitted by Applicable Laws, each Party will indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, to the extent arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party. This indemnification obligation will continue to bind the Parties after the termination of this Contract. This Agreement shall in no way act to abrogate or waive any immunities available to County under the Tort Claims Act of the State of California or California Government Code section 810 et seq.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

**ARTICLE 12. INSURANCE / BONDS**

Section 12.01 ENGIE Services U.S. Insurance. ENGIE Services U.S. will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (f) below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to County via an insurance certificate.

- (a) Workers' Compensation/Employers Liability for states in which ENGIE Services U.S. is not a qualified self-insured. Limits as follows:
  - \* Workers' Compensation: Statutory
  - \* Employers Liability: Bodily Injury by accident \$1,000,000 each accident  
Bodily Injury by disease \$1,000,000 each employee

Bodily Injury by disease \$1,000,000 policy limit

(b) Commercial General Liability insurance with limits of:

- \* \$2,000,000 each occurrence for Bodily Injury and Property Damage
- \* \$4,000,000 General Aggregate - other than Products/Completed Operations
- \* \$2,000,000 Products/Completed Operations Aggregate
- \* \$2,000,000 Personal and Advertising Injury
- \* \$ 100,000 Damage to premises rented to ENGIE Services U.S.

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

(c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

(d) Professional Liability insurance with limits of:

- \* \$1,000,000 per occurrence
- \* \$1,000,000 aggregate

Coverage to be written on a claims-made form.

(e) Umbrella/Excess Liability Insurance. Limits as follows:

- \* \$1,000,000 each occurrence
- \* \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

(f) Policy Endorsements.

- \* The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against County, but only to the extent of the indemnity obligations contained in this Contract.
- \* The insurance provided for Commercial General Liability and Auto Liability above will:
  - (i) include County as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
  - (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

Section 12.02 County's Insurance. County will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to ENGIE Services U.S. via an insurance certificate.

(a) Commercial General Liability insurance, written on an occurrence form, with limits of:

- \* \$2,000,000 each occurrence for Bodily Injury and Property Damage; and
- \* \$4,000,000 General Aggregate

(b) The insurance provided for above will contain waivers of subrogation rights against ENGIE Services U.S., but only to the extent of the indemnity obligations contained in this Contract..

Section 12.03 Waivers of Subrogation. The Parties waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this ARTICLE 12 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Parties and their respective property damage insurers also waive all rights of subrogation against the other Party, its directors, officers, agents and employees. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Section 12.04 Performance and Payment Bonds. Prior to commencing Work under this Contract, ENGIE Services U.S. will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to

one hundred percent (100%) of the Contract Amount (collectively, the “Contract Bonds”). The Contract Bonds shall be maintained in full force and effect until Final Completion; provided that upon the achievement of Substantial Completion, the value of the Contract Bonds shall be reduced to the value of the Retainage being withheld by County. The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer’s warranty or other third-party warranty being assigned to County. County agrees that upon Final Completion and expiration of the ENGIE Services U.S. Warranty period set forth in Article 9 herein, the Contract Bonds shall be returned to ENGIE Services U.S., and all obligations arising thereunder are terminated and the surety company that issued the bond is forever discharged from any and all liabilities of whatever nature arising in connection with the Contract Bonds.

#### ARTICLE 13. DOE GUIDELINES; ENERGY POLICY ACT

Section 13.01 As authorized by §1605(b) of the Energy Policy Act of 1992 (Pub. L. No. 102-486) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions (“DOE Guidelines”). “Greenhouse Gases” means those gases and other particles as defined in the DOE Guidelines. County hereby assigns and transfers to ENGIE Services U.S., and its Affiliates and assigns, any Greenhouse Gas emission reduction credits that result from the Work.

#### ARTICLE 14. MUNICIPAL ADVISOR / TAX ADVISOR

Section 14.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT ENGIE SERVICES U.S. IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO County WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT COUNTY BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. ENGIE SERVICES U.S. IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO COUNTY OR THE PROVISION OF INFORMATION TO COUNTY. COUNTY WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR COUNTY’S SITUATION.

Section 14.02 The Parties acknowledge and agree that ENGIE Services U.S. is not a tax advisor and cannot give advice to County with respect to the Inflation Reduction Act and any funds the County may be eligible for thereunder. County must consult its own tax and legal advisors with regard thereto.

#### ARTICLE 15. TRADE SECRETS

If any materials or information provided by ENGIE Services U.S. to County under this Contract are designated by ENGIE Services U.S. as a “trade secret” or otherwise exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the “Act”) and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after receipt of such request, County will notify ENGIE Services U.S. of such request and advise ENGIE Services U.S. whether County believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days after a third party’s request for disclosure of materials under the Act, ENGIE Services U.S. will (i) authorize County to release the documents or information sought; or (ii) if ENGIE Services U.S. reasonably believes that the information is exempt from disclosure, advise County not to release the materials.

#### ARTICLE 16. EVENTS OF DEFAULT

Section 16.01 Events of Default by ENGIE Services U.S. Each of the following events or conditions will constitute an “Event of Default” by ENGIE Services U.S.:

- (i) any substantial failure by ENGIE Services U.S. to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to ENGIE Services U.S. demanding that such failure to perform be cured; *provided* that (y) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract, and (z) if such cure cannot be effected in thirty (30) calendar days, ENGIE Services U.S. will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by ENGIE Services U.S. in this Contract which was false or misleading in any material respect when made.

Section 16.02 Events of Default by County. Each of the following events or conditions will constitute an “Event of Default” by County:

- (i) any substantial failure by County to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to County demanding that such failure to perform be cured; *provided* that (y) such

failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; and (z) if such cure cannot be effected in thirty (30) calendar days, County will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or

- (ii) any representation or warranty furnished by County in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by County to pay any amount to ENGIE Services U.S. which is not paid within ten (10) calendar days after written notice from ENGIE Services U.S. that the amount is past due.

#### ARTICLE 17. REMEDIES UPON DEFAULT

Section 17.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 16, the non-defaulting Party may terminate this Contract by providing three (3) Business Days' written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will promptly return to the other all papers, materials, and property of the other held by such Party in connection with this Contract. Each Party will also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, ENGIE Services U.S. will be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 17.02 Remedies Upon Default by ENGIE Services U.S. If an Event of Default by ENGIE Services U.S. occurs, County will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by ENGIE Services U.S. and/or damages, which will include County's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 17.03 Remedies upon Default by County. If an Event of Default by County occurs, ENGIE Services U.S. will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19 including, without limitation, terminating this Contract or recovering amounts due and unpaid by County, and/or damages which will include ENGIE Services U.S.'s reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

#### ARTICLE 18. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 18.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Contract as a result of an Excusable Event.

Section 18.02 Utility Work. County expressly understands and agrees that Excusable Events may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for ENGIE Services U.S. to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

#### ARTICLE 19. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 19.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State where the Work is performed, without regard to the jurisdiction's choice of law rules.

Section 19.02 Initial Dispute Resolution. If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 19 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) *Field Representatives' Meeting*: Within fifteen (15) Business Days after notice of the Dispute, ENGIE Services U.S.'s senior project management personnel will meet with County's project representative in a good faith attempt to resolve the Dispute.
- (ii) *Management Representatives' Meeting*: If ENGIE Services U.S.'s and County's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for ENGIE Services U.S. and for County, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of ENGIE Services U.S. and County are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation in accordance with [Section 19.03](#).

Section 19.03 Mediation. If the Dispute is not settled pursuant to [Section 19.02](#), the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration, as described in [Section 19.04](#). Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association.

Section 19.04 Arbitration Proceedings. The following provisions apply to all arbitration proceedings pursuant to this [ARTICLE 19](#):

- (i) The place of arbitration will be the American Arbitration Association office closest to where the Work was performed.
- (ii) One arbitrator (or three arbitrators if the monetary value of the Dispute is more than \$2,000,000) (the "Arbitral Panel") will conduct the arbitral proceedings in accordance with the [Commercial Arbitration Rules and Mediation Procedures \(Excluding the Procedures for Large, Complex Commercial Disputes\)](#) of the American Arbitration Association currently in effect ("[Arbitration Rules](#)"). To the extent of any conflicts between the Arbitration Rules and the provisions of this Contract, the provisions of this Contract prevail.
- (iii) The Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply. In the discretion of the Arbitral Panel, the production of additional documents that are relevant and material to the determination of the Dispute may be required.
- (iv) The Arbitral Panel does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails. Each Party will pay its own costs of legal representation and witness expenses.
- (v) The award must be in the form of a reasoned award.
- (vi) The Dispute will be resolved as quickly as possible. The Arbitral Panel will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced.
- (vii) The award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

Section 19.05 Multiparty Proceeding. Either Party may join third parties whose joinder would facilitate complete resolution of the Dispute and matters arising from the resolution of the Dispute.

Section 19.06 Lien Rights. Nothing in this [ARTICLE 19](#) limits any rights or remedies not expressly waived by ENGIE Services U.S. that ENGIE Services U.S. may have under any lien laws or stop notice laws.

## ARTICLE 20. REPRESENTATIONS AND WARRANTIES

Section 20.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;





**ARTICLE 24. BINDING EFFECT**

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

**ARTICLE 25. NO WAIVER**

The failure of ENGIE Services U.S. or County to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or County.

**ARTICLE 26. SEVERABILITY**

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions; *provided* that no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.

**ARTICLE 27. HEADINGS**

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

**ARTICLE 28. COUNTERPARTS; INTEGRATION**

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Delivery of an executed counterpart of a signature page of this Contract by email will be effective as delivery of a manually executed counterpart of this Contract.

*[the Parties' signatures appear on the following page]*

SIGNATURE PAGE

IN WITNESS WHEREOF, County and ENGIE Services U.S. have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Contracts/Purchasing Officer  
Date: \_\_\_\_\_  
By: DocuSigned by:  
Charles R. Harris  
Department Head (if applicable)  
Date: 12/9/2024 | 9:06 AM PST

Approved as to Form  
County Counsel  
Susan K. Blicht, Acting County Counsel

By: Signed by:  
Michael Whilden  
County Counsel  
Date: 12/2/2024 | 9:18 AM PST

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller  
Date: \_\_\_\_\_

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

By: Signed by:  
David Bolton  
David Bolton, Risk Manager  
Date: 12/2/2024 | 9:30 AM PST

ENGIE SERVICES U.S. INC.

By: DocuSigned by:  
Courtney Jenkins  
(Signature of Chair, President or Vice-President)  
Date: Courtney Jenkins, President  
11/27/2024

By: DocuSigned by:  
Derron Gunderman  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)  
Date: Derron Gunderman, Secretary  
11/27/2024

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

**ATTACHMENT A  
FACILITIES**

(a) The following County Facilities are included under the Scope of Work as listed below:

Facility	Address	Square Feet
Natividad Medical Center	1441 Constitution Blvd., Salinas, CA 93906	455,000

DRAFT

**ATTACHMENT B**

*Not Used*

**ATTACHMENT C**

**SCOPE OF WORK**

California State Contractor's License Number 995037  
California Public Works Contractor Registration Number 1000001498

Energy Conservation Measures to Be Implemented

ECM #	Description
1	Solar Generating Facilities
2	Electric Vehicle (EV) Charging Stations

**ECM 1: SOLAR GENERATING FACILITIES**

The table below lists the locations for the solar photovoltaic (PV) installations and the structure types:

Facility	Est. kWdc	Solar PV Structure	PG&E Meter Number
Natividad Medical Center	2,722	Canopy, Ground Mount	1010019019

**General Scope of Work**

1. Prepare and submit design drawings to County for approval and to the local Utility as required.
2. Prepare and submit design site plans and Geologic and Seismic Hazards Assessment reports to the California Geological Survey (CGS) for Natividad Medical Center.
3. Provide geotechnical evaluations necessary for design requirements for all sites.
4. ENGIE Services U.S. will submit the project for permitting review to the County of Monterey Building Department, City of Salinas, and City of Salinas Fire Department as required. No permitting fees have been included in the Scope of Work for these Authorities Having Jurisdiction (AHJs).
5. ENGIE Services U.S. will submit only the portion of the Natividad Medical Center project that is subject to the Department of Health Care Access and Information (HCAI) to HCAI for permitting approval. It is expected that only the solar interconnection to the main switchgear will be subject to HCAI review or approval. HCAI permitting fees have been included in the Scope of Work.
6. Provide geotechnical evaluations necessary for design requirements.
7. Provide Utility interconnection drawings and management services.
8. Provide and coordinate installation of the revenue grade Net Generation Output Meter (NGOM) and Net Energy Meter (NEM) metering.
9. Procure materials and equipment necessary for construction.
10. Provide all project management and construction management necessary for a full and complete installation.
11. Provide labor, supervision and coordination with County for the installation of photovoltaic (PV) modules and supporting structures, electrical distribution and control systems.
12. Provide and install PV modules and all necessary mounting hardware for each system.
13. Provide and install inverters and all necessary electrical equipment and conduits to connect to the electrical switchgear or meter. Electrical shutdowns are anticipated at each site. Time of shutdown will be coordinated with the County and may include weeknights and weekends. Shutdowns will not be scheduled during regular working hours. Coordination with use of existing on-site permanent generators will be provided. No provision of temporary generators, additional generators, or fuel for generators has been included in the Scope of Work.
14. Provide and install solar canopy and ground mount structures to offset electrical consumption at the one (1) location in the table above.
  - a. Canopy: The canopy structure design will include a painted canopy structure that has a seven (7) degree tilt and is thirteen feet six inches (13'-6") clear of grade level on the low side and a pier depth of thirteen feet (13') deep. The canopy structure design assumes no de-watering, benching, shoring, or casing. The paint color shall be selected by County and may be any color other than white. No galvanized coating is included in this Scope of Work.
  - b. Ground Mount: The ground mount racking design will be a fixed tilt, non-painted system with a twenty-five (25) degree tilt and two foot (2') clearance between the ground and the low edge of the module. The ground mount system design assumes piers will be installed to a maximum depth of eight feet (8') and that there will be no underground obstructions or refusal, de-watering, benching, shoring, or casing. No grading has been included in the scope of work. Brush and vegetation within the area of the

array shall be removed prior to construction start. No ongoing removal of vegetation or weed trimming has been included in the Scope of Work.

15. ENGIE Services U.S. has assumed that work at Natividad Medical Center will occur in phases. For the installation of the canopy systems, no more than any one (1) parking lot shall be fenced off for construction at any time. No additional mobilizations, remobilizations, or phasing of work have been included in the Scope of Work. ENGIE Services U.S. shall coordinate any moving of temporary fencing with Natividad Medical Center to minimize impact on site operations.
16. A total of five (5) existing Emergency Call Poles at Natividad Medical Center in Parking Lots B, C, F, M, and N will have their existing solar panels covered by the new PV canopy arrays. ENGIE Services U.S. shall bring new 120 Volt power to these five (5) poles to ensure their continued operation. ENGIE Services U.S. shall provide power to these poles, provide and install two (2) power supplies to the existing cellular device and strobe light on each pole, and test the continued operation of each pole. Power will be brought from the nearest building to each pole. It is assumed that sufficient power and breaker space is available at the nearest building to each emergency pole.
17. DC wiring and AC wiring within the solar canopies and roof mount structures shall be copper wire. Aluminum wire will be used from each system's AC combiner to the main point of contact at the site's electrical switchgear.
18. Provide and install one (1) spare two (2) inch conduit to each grouping of canopies for future infrastructure. The spare conduit shall be installed from the electrical main point of interconnection and shall terminate at the AC combiner for any grouping of canopies.
19. Provide and install four (4) step-up transformers at Natividad Medical Center for a Medium Voltage tie-in, with new equipment pads.
20. Provide and install new LED lighting fixtures (RAB PRT42N or equivalent) at every canopy bay. .
21. Provide lighting fixture, pole, and bollard removal for the canopy installations, returning the light fixtures and poles to the County. Quantities are shown below:

Site	Quantity Lights and Bollards Removed
Natividad Medical Center	56
<b>Total</b>	<b>56</b>

22. Provide as-built drawings and Operations and Maintenance manuals in electronic format upon project completion.
23. Provide miscellaneous backfill and restoration of landscaping in areas of work.
24. Start-up, test, and commission the systems in accordance with design plans and applicable industry standards.
25. Secure the Project Location and provide traffic redirection during rifting operations, and during the move-in and move-out of large equipment. County will assist with the foregoing site logistics by coordinating access and scheduling with ENGIE Services U.S.

**PV Layouts**

Schematic engineering layouts are included in Appendix 2. These schematic engineering layouts and the electrical routing related to them are subject to change due to field conditions and upon completion of final engineering.

**Tree Removal and Replacement**

The quantities of trees that need to be removed are identified in the table below and are based on the current PV layouts. The total quantity of new trees to be planted are identified in the table below. Locations of new trees shall be determined with the County. It is assumed that any location for new trees shall have existing irrigation. No provision for new irrigation or extension of irrigation systems have been included in the Scope of Work. A landscape architect shall be utilized by ENGIE Services U.S. to provide detailed drawings showing the trees to be removed and specifying size, type, and location of all new trees. New trees shall be sized to be installed in no larger than twenty-four inch (24") tree boxes and shall be provided at 8' in height.

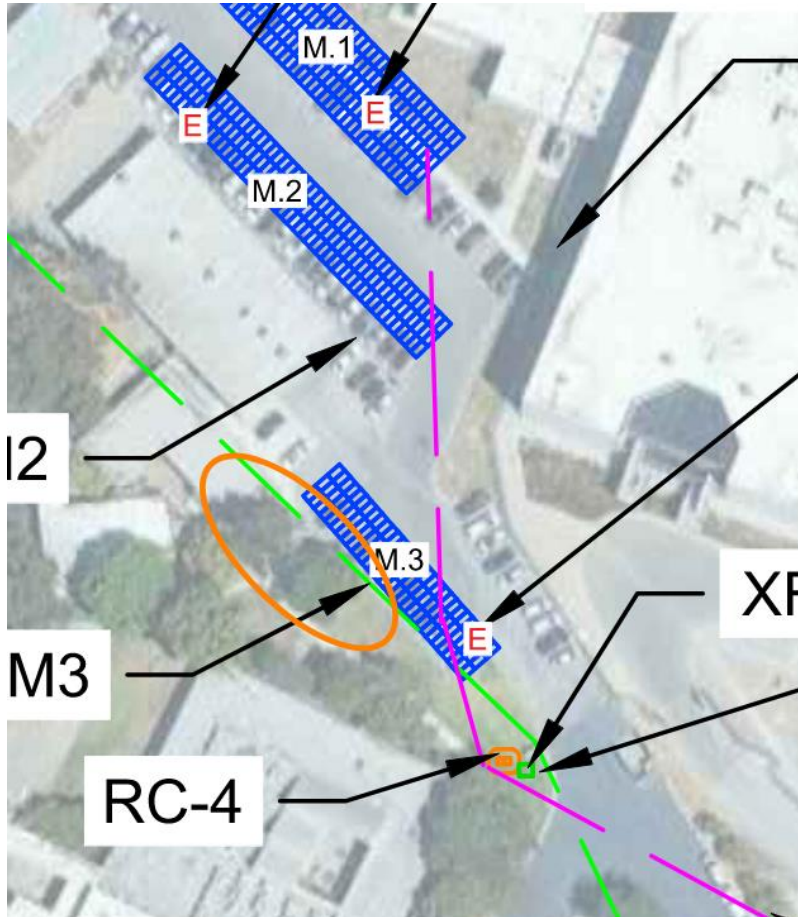
Site Name	Quantity of Trees Removed	Quantity of Trees Trimmed	Quantity of Trees Replanted
Natividad Medical Center	95	4	95
<b>Total</b>	<b>95</b>	<b>4</b>	<b>95</b>

In order to ensure maximum guaranteed solar PV system generation, the County will be responsible for regular tree trimming and maintenance of the trees as circled in orange the in the layouts below to not grow above thirty feet (30') in height and maintain ten feet (10') of horizontal distance from the edge of the array. ENGIE Services U.S. is responsible for any initial trimming required at the start of construction.

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**Natividad Medical Center**



Tree removal as noted in the table above includes stump grinding.

**Inclusions**

- Permanent six foot (6') tall galvanized chain-link fencing enclosures around PV electrical equipment as required and around the two (2) ground mounted arrays at Natividad Medical Center. No privacy slats have been included in the Scope of Work.
- Provide and install one (1) weather station.

**Exclusions**

- Any permanent chain-link fencing not specifically identified in the above scope of work. Any iron rod, black coated, or decorative fencing, or any privacy slats on fencing. All fencing is assumed to be galvanized steel. If County prefers any other material for fencing, this will result in a Change Order to the Scope of Work.
- Building or improvement of fire access roads.
- Casings for the piers as a result of caving.
- Security cameras.
- Costs for accessibility upgrades, if required, are not included.
- Grading of the area. Solar shall be mounted on existing terrain.
- Rock drilling or boring through rocky soil conditions.
- Costs for Utility upgrades, if required, are not included.
- Provision of, modifications to, or additions to fire life safety systems, including but not limited to fire alarm systems, fire sprinklers, and alarm speaker systems.
- No allowance has been made for screening, bird spikes, or other mitigations to eliminate nesting or occupation of wildlife on or within major equipment. Wildlife debris cleanup is excluded.
- New tree planting will not have new irrigation systems. Hand watering will be the responsibility of County, if required.

- Remediation and/or removal of hazardous materials, hazardous wastes, or spoils are not included.

**ECM 2: EV CHARGING STATIONS**

The table below lists the locations and quantities for the electric vehicle (EV) charging stations. :

Facility	EV Charging Station Description	EV Charging Station kW Output	# of Ports
Natividad Medical Center	Dual Port Level 2	20.8 kW (10.4 kW per port)	24

The EV charging stations provide a maximum power output of 20.8 kW per charging station, with a maximum power output of 10.4 kW per port if both ports are used simultaneously.

ENGIE Services U.S. shall provide and install all components required to make the following quantities of parking stalls “EV-Ready” per the table below in accordance with local applicable code, including any required breakers, panel boards, and conduits. The circuits for the EV-Ready parking spaces shall terminate in a suitable termination point such as a receptacle, junction box, or electric vehicle supply equipment, and shall be located in close proximity to the proposed location of the EV parking spaces. The circuit shall have no other outlets. The service panel shall include an overcurrent protective device and provide sufficient capacity and space to accommodate the circuit and over-current protective device and be located in close proximity to the proposed location of the EV parking spaces.

Facility	# of EV-Ready Parking Stalls
Natividad Medical Center	48

**General Scope of Work**

1. ENGIE Services U.S. will create CAD maps of system locations where necessary for design requirements.
2. Prepare and submit design drawings to County for approval.
3. ENGIE Services U.S. will secure the Project Location and provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment. County will assist with the foregoing site logistics by coordinating access and scheduling with ENGIE Services U.S.
4. Provide labor, supervision and coordination with County for the installation of EV Chargers and supporting structures, electrical distribution and control systems.
5. Provide and install temporary fencing during construction.
6. Supply and install dual port, integrated auto-retract cable system charging station model number ChargePoint CP6021B-50A-L5.5 commercial station 12kW Charger (240V AC @50A), including all materials and equipment necessary for installation.
7. EV charging stations where possible shall be mounted to existing hardscape.
8. Furnish and install all power and data cabling and conduit for each of the power cabinets, dispensers and chargers detailed above.
9. All power cables shall be copper and installed in metallic conduit.
10. Hard-wired data connections to the County’s IT network are excluded.
11. Furnish and install equipment pads and mounting hardware for the dispensers.
12. The wiring for each unit is to be determined from each charger datasheet and recommendations.
13. Wiring between each system’s charging stations shall be with copper or aluminum wire. Aluminum wire will be used from each system’s AC combiner to the main point of connection at the site’s electrical switchgear.
14. Include any trenching or concrete work required to feed the wiring.
15. All underground utility locating is included.
16. Locate, protect and avoid existing underground utilities in the new conduit paths.
17. Coordinate billing parameter and website setup between vendor and County.
18. Provide and install step-up transformer per the following table. Transformers shall be installed at grade level, with new equipment pads and shall be enclosed by 6’ tall galvanized chain link fence with no slats at the Project Site as identified in Appendix 2 – Provisional Solar PV and EV Charger Layouts.

Facility	EV Charging Station Transformers
Natividad Medical Center	Three (3) step-up 208/120 Volt to 480 Volt transformers

19. Provision of safety and security measures shall be provided as required by and coordinated with the County.
20. The schedule assumes work will be allowed to proceed year-round in a continuous manner. All construction activities shall be coordinated with County around site schedules and operation.

### EV Layouts

Schematic engineering layouts are included in Appendix 2. These schematic engineering layouts and the electrical routing related to them are subject to change due to field conditions and upon completion of final engineering.

### EV Charging Management Software

1. ENGIE Services U.S. will install a ChargePoint management application to monitor and control the Level 2 EV chargers. ENGIE Services U.S. will be responsible for all necessary material, equipment (except as excluded below), labor, management and commissioning to provide a fully functioning monitoring system at each site listed on the table above.
2. County will have full access to the data captured from the EV chargers that records usage for billing. County can also enable viewing restrictions to specific chargers for purposes of selectively sharing data with users.
3. Following installation and commissioning, County will be solely responsible for use, functionality and capabilities of the software, including any ongoing usage fees.
4. Yearly licensing and billing fees for the EV charging stations will be the responsibility of County.
5. A prepaid 5-year Commercial Cloud Plan service subscription from ChargePoint for account management is included per charger.
6. Ongoing maintenance is the responsibility of County.
7. This Scope of Work assumes that cellular connection strength is adequate to support the chargers' network communications.
8. In the event that ENGIE Services U.S. determines that there is not sufficient capacity for the EV charging scope at any particular site, ENGIE Services U.S. will notify the County promptly, and ENGIE will determine what next steps may be required.

### Exclusions

1. Any and all electrical upgrades to increase capacity to enable connection of EV charging except where specified in the Scope of Work section above. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.
2. Permanent fencing unless otherwise stated in specific Scope of Work sections.
3. Bollards, signage, and parking lot restriping are excluded.
4. Any ADA upgrades to new or existing parking stalls is excluded.
5. Installation of new security cameras or modifications to existing security cameras is excluded.
6. Asphalt patching or restriping, except where specified in the Scope of Work section above, is excluded. All asphalt patching and restriping to return the parking lots and other areas of work to their original conditions is in the Scope of Work, as noted in the section above.
7. Additional monitoring system equipment including ports, extenders or other hardware is excluded.
8. Landscaping in areas not directly affected by the ENGIE Services U.S.' work.
9. Repair or replacement of damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify a County representative.
10. With respect to new equipment connecting to the Facilities' existing electrical distribution systems, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The County is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.
11. Painting of conduits or other surfaces, unless specified in the EV Charging Site Specific Scope sections.

### General Project Exclusions and Clarifications Applicable to All Scopes:

- ENGIE Services U.S. will be responsible for obtaining and paying for any required Building, Mechanical, and Electrical Permits.
- County of Monterey, City of Salinas, and City of Salinas Fire Department AHJ permitting fees are not included. HCAI permitting fees are included.
- The County will be responsible for hiring and paying for all inspectors and testing laboratories.
- ADA, Fire Life Safety, and other work required as a result of AHJ submission is excluded, except as noted above.

- ENGIE Services U.S. has assumed Construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions, except as noted above.
- Remediation and/or removal and disposal of Hazardous Substances, including asbestos containing materials, to be by County. If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify County representative and stop further work in the area until the material is removed.
- CEQA or other environmental studies, if required, will be the responsibility of County.
- Public Hearings, if required, will be the responsibility of County.
- ENGIE Services U.S. will require the assistance of County personnel to secure the Project Location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
- No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
- No temporary heating or cooling services are included for the duration of planned power shutoffs for the purpose of Utility interconnection. ENGIE Services U.S. will attempt to phase construction in such a way as to avoid complete interruptions of service. If temporary facilities including but not limited to power, phone lines, heating, or cooling are required, they will be provided by the County at no cost to ENGIE Services U.S.
- No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
- ENGIE Services U.S. standard construction means and methods will be used.
- County will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for ENGIE Services U.S. and ENGIE Services U.S.'s subcontractor vehicles in parking lots at the Facilities.
- Work will be performed during normal work hours; no overtime hours are included in the Contract Price except as noted above.
- The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. ENGIE Services U.S. will not be responsible for repairs or upgrades to existing systems that are not functioning properly or compliant with current codes. No allowances have been made to bring existing systems up to code. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.
- No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify County representative.
- No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
- The PV shade structure is not weather tight and will not provide shelter from rain.
- Installing water hose bibs for washing the panels is excluded.
- Parking lot repairs are excluded, except to the extent of damage caused by ENGIE Services U.S. or its subcontractors.
- Modifications to or replacement of existing electrical switchgears or panelboards are excluded. ENGIE Services U.S. is not aware of any needed modifications or replacements at the time of signature.
- Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded, except as specifically set forth in this Scope of Work.
- Painting, unless specified, is excluded.
- ENGIE Services U.S. assumes soil and site conditions for boring will allow for continuous operation of boring equipment.
- With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, County will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest NEC requirements adopted by the authority having jurisdiction. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
- Where this Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor must be included in the lighting circuits. County is responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the Facility grounding electrode system in compliance with the latest NEC adopted by the authority having jurisdiction.
- With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. County is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.

- ENGIE Services U.S. will not be responsible for existing damaged pipes, valves, and related parts and components.
- Depth of piers for canopy installations are assumed to be thirteen (13) feet. Depths of piers for ground mount installations are assumed to be eight (8) feet. No allowances have been made should soils report indicate that depth of piers should be deeper due to soil quality and/or seismic concerns, or additional seismic concerns requires deeper footings.

**ENGIE Services U.S. Beneficial Use and Warranty criteria for specific pieces of equipment:**

1. SOLAR GENERATING FACILITIES - The ENGIE Services U.S. Warranty commences immediately when the Generating Facility is capable of generating expected energy and the Utility is ready to issue the permission-to-operate letter.
  - a. Solar Module Warranty – solar modules will be provided with a 30-year manufacturer production warranty.
  - b. Solar Inverter Warranty – inverters will be provided with a 10-year manufacturer parts and service warranty.
2. EV CHARGING STATIONS – The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of two (2) weeks, to determine proper operation.
  - a. EV Charging Station equipment will be provided with a two (2) year manufacturer warranty that begins from the date of purchase for the Level 2 EV Charging Stations.
  - b. EV Charging Station installation will be provided with a one (1) year labor warranty for all Level 2 EV Charging Stations.

**Substantial & Final Completion Forms per Scope of Work:**

The table below provides the number of substantial and final completion forms that will be used to document beneficial use and final completion of each Scope of Work.

<b>ECM</b>	<b>Scope of Work</b>	<b>Location</b>	<b>Total Qty of Substantial Completions</b>	<b>Total Qty of Final Completions</b>
1	Solar Generating Facilities	1 Site	1, one per system	1, for entire ECM
2	Electric Vehicle Charging Stations	1 Site	1, one per system	1, for entire ECM

**ATTACHMENT D**  
**MONITORING INSTALLATION SCOPE OF WORK**Overview of DAS Network Installation and Equipment Requirements

ENGIE Services U.S. will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plant.

**ENGIE Services U.S. DAS Monitoring Installation:**

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s), in accordance with County's specifications.
- Test and verify County/Facility network connectivity.
  - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a revenue-grade Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated County/Facility maintenance staff.

**ATTACHMENT E  
M&V SERVICES**

**EQUIPMENT AND FACILITIES COVERED**

ENGIE Services U.S. will perform measurement and verification services (“M&V Services”) as set forth in this Attachment E with respect to County’s property at the location as listed in Attachment A.

**I. Definitions:**

Capitalized terms used in this Attachment E and not defined in the Contract have the meanings set forth below:

“**Annual M&V Fee**” means a fee payable annually in advance by County to ENGIE Services U.S., in consideration of the provision of up to five (5) years of M&V Services. The Annual M&V Fee for the first Measurement Period will be Seven Thousand Nine Hundred Sixteen Dollars (\$7,916.00). The Annual M&V Fee will be increased annually thereafter at the rate of four percent (4%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

“**Energy Production**” means the aggregate kWh measured by the Generating Facilities during the Measurement Period.

“**Energy Production Factors**” means factors identified by ENGIE Services U.S. which may affect the Energy Production of the Facilities, including: quality, quantity, and timeliness of maintenance and repairs to building electrical distribution system which were not installed by ENGIE Services U.S., but which are necessary for conveying Energy Production; inability to procure replacement parts/components; damage or defects excluded by manufacturer warranty, and not caused by ENGIE Services U.S.; soiling in excess of predicted soiling based on ENGIE Services U.S. industry-standard modeling for this project; non-operation or shutdown of the Generating Facilities by County or a third party other than ENGIE Services U.S.; and damage to the Generating Facilities not caused by ENGIE Services U.S.

“**Energy Production Term**” means the period beginning on the first day of the first Measurement Period and ending on the earlier of: (i) the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; (iii) the termination by County of the M&V Services in accordance with this Attachment E, Section (II)(E); or (iv) the failure by County to pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(F).

“**Expected Energy Production**” means the Energy Production, which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (II).

“**Measurement Period**” means each 12-month period commencing with the first day of the month immediately following the M&V Commencement Date.

**II. Terms and Conditions**

**A. Production Guarantee**

ENGIE Services U.S guarantees that not less than ninety percent (90%) of the Expected Energy Production for each site in Table E-1 will be produced every Measurement Period during the Term (the “Production Guarantee”), subject to adjustment as set forth in Attachment E, Section (III).

**Table E-1: First Year Solar PV Production**

Location	Annual Expected Energy Production (kWh)
Natividad Medical Center	4,140,678
<b>Total</b>	<b>4,140,678</b>

**B. Energy Savings Report**

ENGIE Services U.S. will provide a detailed reconciliation of the Production Guarantee to Customer annually, within ninety (90) days after the end of each Measurement Period. Such reconciliation will compare annual Energy Production, Expected

Energy Production, Adjusted Expected Energy Production, and any Production Shortfalls and Production Shortfall Penalties that may have occurred. The Energy Savings Report will also document historical performance of previous Measurement Periods.

C. Interference.

County may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, County will promptly notify ENGIE Services U.S. If an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subcontractors exists and continues for five (5) Business Days or more, County agrees that the Production Guarantee for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present County with a proposed reduction to the Production Guarantee reflecting such overshadowing, shading or other interference.

D. Solar Insolation.

Beginning at Beneficial Use or Substantial Completion for any portion of the Work, County will maintain buildings and surrounding areas such that the Generating Facilities access to insolation is not reduced. Such maintenance to include maintaining all landscaping (including tree trimming) in and around the Generating Facilities.

E. Termination of Production Guarantee.

If (i) County notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by County or by County for any reason permitted by the Contract, (iii) ENGIE Services U.S. is no longer the provider of the Maintenance Services set forth in Attachment F, or (iv) County fails to maintain the Project in accordance with this Attachment E or is in default of any of its other obligations under this Attachment E, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make Production Shortfall Penalty payments will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, ENGIE Services U.S. will have no obligation to make a Production Shortfall Penalty payment or prepare and deliver an Energy Savings Report for such Measurement Period.

F. Annual M&V Fee.

- i. Invoicing and Payment. The Annual M&V Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to County in a lump sum on the M&V Commencement Date. All subsequent Annual M&V Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. County, or its designee, will pay ENGIE Services U.S. such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless County gives ENGIE Services U.S. prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(i) will be a material default by County under the Contract, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services or to make Production Shortfall Penalty payments.
- ii. Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.
- iii. Not Refundable. The Annual M&V Fee is not refundable for any reason.

### III. Methodologies and Calculations

After the end of every Measurement Period, ENGIE Services U.S. will compare the Energy Production that has occurred in the aggregate, by site, over the Measurement Period then ended with the aggregate Expected Energy Production, by site, for such Measurement Period from Table E-1 after:

- (a) reducing Expected Energy Production to account for any loss of Energy Production attributable to
  - (i) scheduled outages required under Attachment F Maintenance Services
  - (ii) decreases in Insolation as defined in this Attachment E, Section (II)
  - (iii) inadequate Customer Maintenance as defined in this Attachment E, Section (II)
  - (iv) production degradation of 0.5% per year, on a cumulative basis
  - (v) Energy Production Factors
  - (vi) and Excusable Events, excluding Abnormally Severe Weather Conditions; and then
- (b) multiplying the result by the Weather Adjustment, defined this Attachment E, Section (III)(D), (collectively, the "Adjusted Expected Energy Production").

A. Production Shortfall



If the Energy Production for a Measurement Period was less than ninety percent (90%) of the Adjusted Expected Energy Production for such Measurement Period, then the “Production Shortfall” (in units of kWh) will be the difference between  
 (i) ninety percent (90%) of the Adjusted Expected Energy Production for such Measurement Period minus  
 (ii) the aggregate Energy Production for such Measurement Period.

The existence of a Production Shortfall will not be an event of default, but ENGIE Services U.S. will owe Customer a Production Shortfall Penalty which will be payable to Customer via check or other agreed-upon means.

**B. Production Shortfall Penalty**

The “Production Shortfall Penalty” will be an amount, expressed in Dollars, calculated by multiplying (i) the Production Shortfall (expressed in kWh) by (ii) the Shortfall Rate for the applicable Measurement Period.

**C. Shortfall Rate**

The “Shortfall Rate” will be the rate listed in Table E-2, increased each Measurement Period on a cumulative basis by five point two percent (5.2%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

**Table E-2: Shortfall Rate**

Location	Electricity Rate (\$/kWh)
Natividad Medical Center	0.1503

**D. Weather Adjustment**

Whenever the measured annual global incident irradiation for a Measurement Period is less than the expected annual global incident irradiation, the Adjusted Expected Energy Production for such Measurement Period will be multiplied by a ratio, expressed as a percentage, calculated by dividing

- (i) the measured annual global incident irradiation for such Measurement Period by
- (ii) the Expected Annual Global Incident Irradiation

For purposes of this adjustment, the “Expected Annual Global Incident Irradiation” for each site is as shown in Table E-3.

**Table E-3: Expected Annual Global Incident Irradiation**

Location	Irradiation (kWh/m <sup>2</sup> )
Natividad Medical Center – Canopy	1,876.5
Natividad Medical Center – Ground Mount	1,848.1

**ATTACHMENT F  
MAINTENANCE SERVICES**

**EQUIPMENT AND FACILITIES COVERED**

ENGIE Services U.S. will perform preventive maintenance services (“Maintenance Services”) as set forth in this Attachment F with respect to Generating Facilities being constructed on County’s property at the following Project Location:

Site Name	Site Address	City	State	Zip Code
Natividad Medical Center	1441 Constitution Boulevard	Salinas	CA	93906

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

**I. Definitions**

“Annual Maintenance Fee” means a fee payable annually in advance by County to ENGIE Services U.S., in consideration of the provision of up to twenty (20) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Sixty Thousand Seven Hundred Forty-Two Dollars (\$60,742.00). The Annual Maintenance Fee will be increased annually thereafter at the rate of five percent (5%) per annum for the first ten (10) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual Maintenance Fee for each Measurement Period after the tenth (10<sup>th</sup>) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

**II. Term**

So long as Customer pays to ENGIE Services U.S. the Annual Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to twenty (20) years from the M&V Commencement Date on an annualized basis. At the end of this term, County may:

- a. Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- b. Enter into an agreement with another service provider.
- c. Self-perform preventive maintenance.

**III. Annual Maintenance Fee; Reporting**

The Annual Maintenance Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Customer in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. County, or its designee, will pay ENGIE Services U.S. such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F will be a material default by Customer, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to County on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, County’s new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

**IV. Preventive Maintenance Services Provided**

ENGIE Services U.S. will provide the following Maintenance Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service support structure on an annual basis.
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. Monitoring: Monitor system performance on a daily basis.
- d. Cleaning:
  - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
  - ii Wash PV modules and remove accumulated dust and debris on a twice annual basis.

**V. Repair Services**

If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, or otherwise requires repair outside of warranty or outside of the Maintenance Services described in Section 3.01, County must contact the ENGIE Services U.S. PV Operations & Maintenance Manager and submit a request for quotation. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to County to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and County must execute a Work Order, on ENGIE Services U.S.'s form, a sample of which is attached hereto as Exhibit F-1, for the agreed scope of work and quotation amount. Quotations for repair work are calculated on a time and materials basis. Standard Business Hours are M-F, 7am to 5pm. Non-business Hours & Saturdays equals 1.5x Rates. Sundays & Holidays equals 2.0x Rates.

vi. Labor Category	Straight Time	
Hourly Rate – PV Electrical Journeyman Technician <sup>1</sup>	\$/hr.	County Labor Rate
Hourly Rate – PV Electrical Apprentice Technician <sup>1</sup>	\$/hr.	County Labor Rate
Hourly Rate – Senior PV Tech/Commissioning <sup>2</sup>	\$/hr.	\$175.00
Hourly Rate – Engineering <sup>2</sup>	\$/hr.	\$185.00
Hourly Rate – Project Management <sup>2</sup>	\$/hr.	\$230.00
Hourly Rate – Administrative <sup>2</sup>	\$/hr.	\$108.00
Mileage	\$/Mi	\$1.00
Material mark-up %	%	15%
Lift rental fee	\$	Current Market Price

<sup>1</sup> Trade Hourly rate will be adjusted based on the current year of the local prevailing wage determination plus burden, requirement for either travel or subsistence and lodging, and markup for services being requested.

<sup>2</sup> Escalated according to inflation rate of the year in which service occurs.

**VII. Warranty Services**

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be County's point of contact for all issues related to the ENGIE Services U.S. Warranty set forth in Section 9.01 of the Contract. County should refer to Section 9.02 of the Contract for services provided by ENGIE Services U.S. to County in relation to manufacturer's warranties. The terms and conditions of the relevant manufacturer's warranties can be found in the operation and maintenance manuals delivered to County at Final Completion.

**VII. Services and Equipment to Be Covered by County**

ENGIE Services U.S.'s obligations under this Attachment F are expressly conditioned upon County's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.

- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Inverter manufacturer warranty or replacement beyond the ten (10) year manufacturer term.
- d. Maintaining all landscaping in and around Generating Facilities including tree trimming and weed and vegetation removal around ground mount systems.
- e. In order to ensure maximum guaranteed solar PV system generation, the County will be responsible for regular tree trimming and maintenance of four (4) trees at Natividad Medical Center as noted in Attachment C to not grow above thirty feet (30') in height and maintain ten feet (10') of horizontal distance from the edge of the array.
- f. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- g. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.
- h. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- i. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.
- j. Timely reporting of, and permitting timely repair of, Generating Facilities damaged by County Persons or third parties, including damage resulting from parking lot activities. Cost of repairs is the responsibility of County.

ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by County's failure to satisfy the conditions set forth in this Attachment F.

EXHIBIT F-1  
FORM OF WORK ORDER

Work Order #\_\_

This Work Order ("Work Order") dated \_\_\_\_\_ ("Work Order Effective Date") is issued pursuant to and is subject to the terms and conditions of the Energy Services Agreement ("Agreement") by and between ENGIE Services U.S. Inc. ("ENGIE Services U.S.") and \_\_\_\_\_ ("Customer") dated \_\_\_\_\_. The terms and conditions of the Agreement are hereby incorporated into and made a part of this Work Order for all purposes.

**Project Name:**

**Scope of Work:**

**Electrical and Structural Repairs:**

**Exclusions: [edit, as needed]**

- Premium Time or Over Time
- Work on Nights or Weekends
- Cutting, Patching or Painting
- Permitting
- Plan Revisions
- Review/Edit/Writing of Specifications
- Geotechnical Reports/Inspections
- PLA/PSA Agreements
- Irrigation System Inspection/Repairs
- Landscape Repair/Tire Track Removal
- Landscape Maintenance
- Infestations

**Cost Estimate: [insert]**

Pricing assumes State prevailing wages for on-site labor. Quote valid for 30 days. Payment to ENGIE Services U.S. is not contingent on Customer's receipt of any insurance proceeds and will be invoiced by ENGIE Services U.S. to Customer in a lump sum upon the completion of the work under this Work Order.

**Acceptance and Notice to Proceed**

**By signing below, Customer agrees to the terms and conditions set forth in this Work Order and authorizes ENGIE Services U.S. to proceed with the scope of work set forth herein.**

The Parties may execute this Work Order in counterparts, each counterpart constituting an original, and all counterparts, collectively, constituting only one Work Order. The signatures of each Party need not appear on the same counterpart, and in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Work Order by their duly authorized officers as of the Work Order Effective Date.

**CUSTOMER:**

*(type Customer name here)*

**ENGIE:**

ENGIE Services U.S. Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name : \_\_\_\_\_

Title: \_\_\_\_\_

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ATTACHMENT G

SCHEDULE OF VALUES

<b>Natividad Medical Center</b>	<b>Scheduled Value</b>
<b>Mobilization (20%)</b>	<b>\$3,446,940</b>
Canadian Solar 545w Modules	\$1,312,866
Preliminary Engineering	\$2,314,074
<b>Solar PV</b>	<b>\$12,905,920</b>
Engineering	\$1,290,592
Equipment	\$3,871,776
Labor	\$7,743,552
<b>EV Charging</b>	<b>\$1,601,840</b>
Engineering	\$160,184
Equipment	\$480,552
Labor	\$961,104
<b>Total</b>	<b>\$18,134,700</b>

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**APPENDIX 1**

**SCHEDULED COMPLETION DATES**

The table below shows the Scheduled Completion Dates for the Project. These dates may be adjusted based on Excusable Events as defined in this Contract, or due to an executed Change Order.

<b>Milestone</b>	<b>Duration from a Signifying Event</b>	<b>Signifying Event</b>
County and ENGIE Execute Design Build Agreement	0 Days	
Notice To Proceed	10 Days	Closure of Finance
Submittal of 60% Drawing Sets	40 Days	Notice to Proceed
County Responses to 60% Drawing Sets	10 Days	Submittal of 60% Drawing Sets
Submittal of 90% Drawing Sets	60 Days	Notice to Proceed
County Responses to 90% Drawing Sets	10 Days	Submittal of 90% Drawing Sets
Submittal of Final Engineering Drawings for Permit	85 Days	Notice to Proceed
Construction Start	90 Days	Permit Approvals
Natividad Medical Center Substantial Completion	315 Days	Permit Approvals
Final Completion	500 Days	Permit Approvals

Note: This Schedule assumes that the County will reply to all Submittals and Requests for Information (RFIs) within ten (10) business days. Any delays in responses to Submittals or RFIs beyond this time will extend the schedule and may result in a corresponding Change Order.



**APPENDIX 2**

**PROVISIONAL SOLAR PV AND ELECTRIC VEHICLE CHARGING STATION LAYOUTS**

Figure 1 shows the provisional locations of the Solar PV structures and the EV charging stations.

- Orange "LP" designates light poles that will need to be removed.
- Green "T" designates trees and other vegetation that will need to be removed and/or trimmed.
- Blue "A" designates emergency call poles at Natividad Medical Center that will have power brought to them.

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Figure 1 – Natividad Medical Center

