County of Monterey

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

Meeting Agenda - Final-Revised

Tuesday, August 5, 2025

9:00 AM

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

Board of Supervisors

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

Participation in meetings

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

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

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

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

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

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

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

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

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

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

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

Participación en reuniones

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

1. Podrá asistir personalmente a la reunión; o,

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

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

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

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

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

+1 669 900 6833 EE. UU. (San José)
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+1 253 215 8782 EE. UU.
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Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presione # nuevamente después de que la grabación lo solicite.

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

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

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

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

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

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

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

HELPFUL INFORMATION/INFORMACION UTIL

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

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

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

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

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

9:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

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

Closed Session

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

a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Andreas Pyper, Kim Moore and Ariana Hurtado
Employee 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, Alejando 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

The Board Recesses for Closed Session Agenda Items

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

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

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

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

Ceremonial Resolutions

2. Adopt a resolution 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)

Attachments: Ceremonial Resolution - World Indigenous Peoples' Day

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)

Attachments: Ceremonial Resolution - Andre Mosqueda

4. Adopt a resolution recognizing Organización Valles Centrales on the 16th Anniversary of Guelaguetza Salinas 2025.

Attachments: Ceremonial Resolution - Guelaguetza 2025

Appointments

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)

Attachments: Notification to Clerk of Appt - Salvador Munoz
Application - Salvador Munoz

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)

Attachments: Notification to Clerk of Appt - Winifred Chambliss
Application - Winifred Chambliss
Resume - Winifred Chambliss

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)

Attachments: Notification to Clerk of Appt - Cecil Jones
Application - Cecil Jones
Resume - Cecil Jones

Approval of Consent Calendar – (See Supplemental Sheet)

8. See Supplemental Sheet

General Public Comments

9. General Public Comments

12:00 P.M. - Recess to Closed Session

1:30 P.M. - Reconvene

Roll Call

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.

Attachments: Board Report
Attachment A - Draft Resolution Amending HCD's article in the MC Fee Resolution
Attachment B – Vacation Rental Operation License Fee Detail

Other Board Matters

Referral Matrix and New Referrals

11. Referral Matrix and New Referrals

Attachments: Board Referral Matrix 8-5-25
2025.07 (Alejo) The Alisal Arch of East Salinas
2025.08 (Alejo) Mitigation Monitoring for Soccer Complex

County Administrative Officer Comments

12. County Administrative Officer Comments

Board Comments

13. Board Comments

Read Out from Closed Session by County Counsel

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

Adjourn In Memory of Steven Eugene Clatterback, James Vincent and Jamie Lee Tabscott (REVISED VIA SUPPLEMENTAL)

Upcoming Board of Supervisors Meetings for 2025

2025 Board of Supervisors Meeting Schedule

Attachments: 2025 Board of Supervisors Meeting Dates

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.

Attachments: Board Report
The Gordian Group Amendment No. 1
The Gordian Group Amendment No. 2
The Gordian Group Renewal & Amendment No. 3 (ADDED VIA ADDENDA)
Gordian Group Addendum w Sourcewell Agreement

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.

Attachments: Board Report
Propio LS, LLC Amendment No. 2
Propio LS, LLC Amendment No. 1
Propio LS, LLC Agreement

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.

Attachments: Board Report
Locumtenens.com LLC. Amendment No. 6
Locumtenens.com, LLC. Amendment No.5
Locumtenens.com, LLC. Amendment No. 4
Locumtenens.com, LLC. Amendment No. 3
Locumtenens.com, LLC. Amendment No. 2
Locumtenens.com, LLC. Amendment No. 1
Locumtenens.com Agreement

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.

Attachments: Board Report
Huffmaster Crisis Response, Inc. Amendment No. 5
Huffmaster Crisis Response, Inc. Amendment 4
Huffmaster Crisis Response, Inc. Amendment 3
Huffmaster Crisis Response, Inc. Amendment 2
Huffmaster Crisis Response, Inc. Amendment 1
Huffmaster Crisis Response, Inc. Agreement

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.

Attachments: Board Report
Vigilant Neuromonitoring Amendment No. 2
Vigilant Neuromonitoring Renewal and Amendment No. 1
Vigilant Neuromonitoring Agreement

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.

Attachments: Board Report
Executive Consulting Group, LLC dba ECG Management Consultants Agreement

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.

Attachments: Board Report
Amendment No. 1
County of Monterey Standard Agreement

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.

Attachments: Board Report
Revised Board Report (ADDED VIA SUPPLEMENTAL)
Agreement

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.

Attachments: Board Report
Funding Agreement

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.

Attachments: Board Report
Amendment No. 1
Agreement
Board Order

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.

Attachments: Board Report
MOU

Department of Social Services

25. Approve the proposed amendments to the Bylaws of the Area Agency on Aging Advisory Council.

Attachments: Board Report
Proposed AAA Bylaws (clean version)
Proposed AAA Bylaws (redlined)
Current AAA Bylaws from 2022

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).

Attachments: Board Report
Resolution
Resolution

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.

Attachments: Board Report
Non-Standard Agreement.pdf
Amendment #1.pdf

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").

Attachments: Board Report
Appendix 1 List of Agreements and Firms Selected
Attachment 1. Agreement with Addendum and Exhibit - Crowe LLP

29. Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, July 8, 2025.

Attachments: Board Report
DRAFT BOS Minutes 7-8-2025

30. Receive an update on the County of Monterey's Board of Supervisors' discretionary fund expenditures for Fiscal Year ("FY") 2024/2025.

Attachments: Board Report
Attachment 1: List of Board Discretionary Fund Requests FY 24-25

31. a. Authorize the Chief Information Officer or his designee to execute Amendment No. 2 to the non-standard Agreement with Granicus, LLC to 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.

Attachments: Board Report
Granicus LLC Master Agreement
Amendment No. 1
Amendment No. 2

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.

Attachments: Board Report
Request and Certification for Temporary Transfer of Funds.pdf
District Resolution.pdf
Board of Supervisors Resolution.pdf
Agreement for Temporary Transfer of Funds.pdf

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

Attachments: Board Report
Contract

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

Attachments: Board Report
Request and Certification for Temporary Transfer of Funds.pdf
District Resolution.pdf
Board of Supervisors Resolution.pdf

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.

Attachments: Board Report
North_County_Fire_Agreement_SIGNED 2022-2025
Amendment No 1

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.

Attachments: Board Report
Attachment A
Resolution

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.

Attachments: Board Report
Ordinance
Ordinance

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.

Attachments: Board Report-2022-26 PDDG Communication Materials
Bd. Rept. 2022-26 PDDG Communication Materials
2022-23 PDDG Communication Materials Agreement
2022-24_PDDG_Comm._Matls._Amendment_No._1
2022-25_PDDG_Comm._Matls._R&A_No._2
2022-26_PDDG_Comm._Matls._R&A_No._3

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).

Attachments: Board Report
Appendix A – Summary of Refund for Impacted Parcels

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.

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

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.

Attachments: Board Report
Attachment 1 - Draft Funding Agreement

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.

Attachments: Board Report
Attachment A - FHSZ Ordinance

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.)

Attachments: Board Report
Attachment A - Proposed Agreement
Attachment B - Location Map

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.

Attachments: Board Report
Attachment A - Resolution
Attachment B - Location Map

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"

Introduced: 7/28/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Closed Session

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

a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Andreas Pyper, Kim Moore and Ariana Hurtado
Employee 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, Alejando 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.

County of Monterey

Board Report

Legistar File Number: CR 25-116

Item No.2

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

August 05, 2025

Introduced: 7/11/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

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)

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

Resolution No.:
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

WHEREAS, August 9th is globally recognized as **World Indigenous Peoples Day**, established by the United Nations to promote and protect the rights of Indigenous peoples and to recognize their invaluable contributions to the world's cultural heritage, environmental stewardship, and human diversity; and

WHEREAS, the County of Monterey acknowledges that it is located on the traditional lands of the Esselen, Rumsen Ohlone, and other Indigenous peoples who have stewarded these lands since time immemorial, and whose descendants continue to enrich our community with their enduring presence and vibrant traditions for greater than 10,000 years; and

WHEREAS, Indigenous peoples across the globe have faced — and continue to face — historical and ongoing injustices, including colonization, displacement, loss of languages and cultural practices, and barriers to political and economic inclusion, yet have demonstrated extraordinary resilience, strength, and leadership in revitalizing their cultures and protecting ancestral knowledge; and

WHEREAS, the County of Monterey is committed to fostering an inclusive and equitable community that honors diversity, promotes restorative practices, and seeks meaningful engagement with Indigenous communities; and

WHEREAS, World Indigenous Peoples Day provides an opportunity for residents, organizations, and institutions to deepen their understanding of Indigenous histories and contemporary issues, to celebrate Indigenous art, culture, and wisdom, and to support efforts that advance justice, sovereignty, and self-determination for Indigenous peoples; and

WHEREAS, Indigenous peoples throughout the world are the most vulnerable to the many threats posed by technological progress and its environmental side effects.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, proclaim **August 9, 2025**, as **World Indigenous Peoples Day** in the County of Monterey and encourages all residents to reflect upon the rich cultural contributions and the profound resilience of Indigenous peoples past, present, and emerging.

BE IT FURTHER RESOLVED, that the County of Monterey reaffirms its commitment to building relationships with Indigenous communities, supporting initiatives that elevate Indigenous voices, and engaging in actions that promote equity and reconciliation.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-117

Item No.3

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

August 05, 2025

Introduced: 7/23/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

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)

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

Resolution No.:
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.

WHEREAS, Andre Mosqueda, now twelve years old, continues to shine both in and out of the ring, having recently captured his third Gold Medal at the 2025 National Junior Olympic Championship in Las Vegas, Nevada; and

WHEREAS, Andre Mosqueda's latest victory follows his historic first national title in 2021, proving that with perseverance, training, and community support, champions can rise from even the smallest of towns; and

WHEREAS, Andre Mosqueda trains under Coach Tapia and his father, Guadalupe Mosqueda, with the King City Boxing Club, which is renowned for fostering discipline, focus, and excellence in local youth; and

WHEREAS, through years of dedication, **Andre Mosqueda** has shown exceptional commitment to his sport and serves as a powerful role model for youth across Southern Monterey County; and

WHEREAS, Andre Mosqueda's journey has been made possible through the love and support of his proud family, including his parents, Guadalupe Mosqueda and Eneidan Ramirez, and his brothers, Isaac Mosqueda and Aeven Mosqueda, whose encouragement and presence have been vital every step of the way; and

WHEREAS, Andre Mosqueda's victories have brought tremendous pride to King City, San Ardo, and all of South County, sparking celebration and admiration across the region; and

WHEREAS, Andre Mosqueda's journey is not only one of personal triumph, but also a story of family, mentorship, and the enduring spirit of a community that believes in its youth.

NOW THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby honor and congratulate **Andre Mosqueda** on becoming a three-time National Junior Olympic Boxing Champion, and extends its deepest appreciation for the inspiration he provides to Monterey County and beyond.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____

Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-118

Item No.4

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

August 05, 2025

Introduced: 7/23/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Organización Valles Centrales on the 16th Anniversary of Guelaguetza Salinas 2025.

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

Resolution No.:
Adopt Resolution Recognizing **Organización Valles Centrales** on the **16th Anniversary of Guelaguetza Salinas 2025.**

WHEREAS, Organizacion Valles Centrales (OVC) is hosting the annual Oaxacan joint communities' festival, known as Guelaguetza. Guelaguetza originates from Zapotex Guendalezaa, meaning "to give and offer". This festival pays tribute to the international celebration in the state of Oaxaca, Guelaguetza, that takes place on the third week of July and has been hosted since the Pre-Hispanic era; and

WHEREAS, Over the years, Oaxacan Indigenous communities have rooted and grown in the Salinas Valley. In California, there are six mayor Oaxacan communities represented, from the coast of San Diego to north of San Francisco. The history of Guelaguetzas in California began over 20 years ago when Oaxacans throughout California came together to create a foundation that would educate California about their traditions, hoping it would stop discrimination and misrepresentation of the culture; and

WHEREAS, The Guelaguetzas membership is proud of who they are, embowing Oaxacan communities and sharing its rich history and culture throughout California. The Guelaguetza travels statewide, some communities include, Oaxacan organizations from Los Angeles, San Jose, Sonoma, Fresno, Santa Rosa, Santa Cruz, Santa Maria, Oxnard, Salinas, resulting in more than 17 Guelaguetzas across California; and

WHEREAS, In 2009, the Santos Family joined sister organization Lazos Oaxaqueños with Guelaguetza San Jose, and with their support, the family hoped to highlight indigenous groups of the Monterey County. The proposal came to the Santos Family, owners of La Soledad Bakery in Salinas. At the time Delia G. Santos, was promoting Oaxacan culture and collaborating with Oaxacan groups in Los Angeles, San Jose San Diego and other cities that were already celebrating their Guelaguetza. Delia G. Santos was the pioneer of Oaxacan traditions being implemented in Monterey County; and

WHEREAS, In 2009, the first ever Guelaguetza Salinas was hosted at La Soledad Bakery's backyard on Wood St. and was promoted with the support of the community and among farmworkers. Delia G. Santos and her family visited Salinas Valley agriculture fields to personally invite farmworkers. Guelaguetza Salinas was a huge success and accepted by the community, hosting hundreds of visitors not only from Monterey County, but from across California; and

WHEREAS, For the next three years, Guelaguetza Salinas operated under the umbrella of Lazos Oaxaqueños organization from San Jose. The Santos family eventually adopted its own organization, motivated by the family's region in Oaxaca known as Valles Centrales, and the similarities it shared with the Salians Valley, the family honored Monterey County by naming the groups as Organizacion Valles Centrales; and

WHEREAS, In 2016, Sandra Iveth Santos, took over as president of Organizacion Valles Centrales. During this time, Guelaguetza Salinas had grown significantly which emphasized the

need for a larger space to accommodate its many tourists, locals, dancer performers and food vendors. The organization has faced many challenges along the way, from funding, support, location, COVID-19 regulations, and now it's facing immigration laws that create fear in our community; and

WHEREAS, Organizacion Valles Centrales has dedicated over 15 years to Guelaguetza in Salinas, and their mission, is to move forward with the celebration, regardless of the challenges it has faced.

NOW, THEREFORE, BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all residents, proudly recognizes the **16th Anniversary of Guelaguetza Salinas Festival** for its continued dedication to preserving and promoting the rich indigenous culture, history, and traditions of Oaxaca. We wish you continued success and extend our gratitude for your dedicated efforts in making this annual event accessible to the residents and visitors of Salinas and Monterey County.

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

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: APP 25-112

Item No.5

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

August 05, 2025

Introduced: 7/14/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

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)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Linda L Avakian

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: June 24, 2025

Appointment to the Monterey County Workforce Development Board

Nominated by Workforce Development Board

Representing Business

Nominated Appointee:

Name: Salvador Munoz

Address:

Telephone number(s):
Primary Phone:

Email:

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment

Replacing Member:

☒ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: 6/24/2025 Expiration Date: **6/24/2028**

MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

344 Salinas Street, Suite 101 | Salinas, CA 93901

Monterey County Workforce Development Board (WDB) Membership Application

Name: SALVADOR MUNOZ Date Submitted: 3/14/2025

Title: Architect

Business/Organization Name: S. Munoz Architects

Representation

Please select from one of the following categories that you represent: (*Federal Register Section 679.320*)

- [x] Business
- [ ] Labor Organization
- [ ] Economic Development
- [ ] Rehabilitation
- [ ] Local Educational Entity
- [ ] Community-Based Organization
- [ ] Wagner-Peyser
- [ ] Chief Elected Official/Board of Supervisors

Contact Information

Business/Organization Name: S. MUNOZ AND ASSOCIATES

City: SALINAS State: CA Zip code: 93901

Phone: [redacted] Fax: -

Mobile: [redacted]

Email address: [redacted]

Website address: www.smunozarchitects.com

Business license number: [redacted]

City of residence: [redacted]

Business Related Questions

Please answer the following questions and attach any additional pages, if necessary:

1. Number of current employees: 2
2. Number of years with current business/organization: 25
3. Number of years in business in Monterey County: 30
4. Please describe the nature of your business and your position: ARCHITECTURAL DESIGN, HISTORICAL RESTORATION

5. Please list your current chamber and association memberships, the duration of each membership and the positions you currently hold:

AIA AMERICAN INSTITUTE OF ARCHTECTS, AMAP ALLIANCE OF MONTEREY AREA PRESERVACIONISTS

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

2001-02

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

ARCHITECT APPLY AND UPDATE TRAINIG ON FEDERAL, STATE, COUNTY AND CITY CODES, PUBLIC RELATIONS, PORTFOLIO MANAGMENT, DIRECTION AND ADMINISTRATION

Monterey County WDB Related Questions

Please answer the following questions and attach any additional pages, if necessary:

1. What do you hope to contribute from your participation on the Monterey County WDB

PARTICIPATE IN CARRER DAYS AT EDUCATIONAL INSTITUTIONS INCLUDING BUT NOT LIMITED TO HARTNELL COLLEGE TO PRESENT OPORTUNITIES TO THE WORKFORCE WITH APPLIED TECHNOLOGY AND SHARE HANDS-ON EXPERIENCE

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

YOUTH SERVICES, FORMER COLLEGE PROFESSOR, COMMUNUTY INVOLVED PRACTICE, RELATIONS WITH DIFFERENT BOARDS AND INSTITUTIONS ACROSS COUNTY AND STATE LIKE HARTNELL COLLEGE, PLENTY KNOWLEDGE OF THE LABOR MARKET AND TREN

3. Membership on the Monterey County WDB requires that each member attend a full WDB meeting every two months, attend training sessions for board members and become an advocate for workforce development. The time commitment for these activities ranges from a minimum of 4 to 10 hours per month. Can you make that time commitment? Yes ☑ No ☐

4. Membership on the Monterey County WDB requires that each member serves on a sub-committee. The time commitment for this activity ranges from a minimum of 3 to 4 hours per month. Can you make that time commitment? Yes ☑ No ☐

5. Why do you wish to serve on the Monterey County WDB? (Describe in 100 words or less)

I want to support workforce development by leveraging my experience in education, labor market trends, and community engagement. As a former professor and active professional, I understand job market challenges and collaborate with institutions to strengthen workforce programs. My goa

Signature and Acknowledgement

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

Signature: [redacted] Date: 3-14-2025

County of Monterey

Board Report

Legistar File Number: APP 25-113

Item No.6

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

August 05, 2025

Introduced: 7/18/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

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)

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

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

To: Clerk of the Board's Office

From: District 4, Office of Supervisor Wendy Roo

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date:

Appointment to the Community Action Commission

Nominated Appointee: Winifred Chambliss

Nominated by: District 4 Office, Supervisor Askew

Representing: District 4

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

Community Action Commission Application

Winifred Chambliss

District: 4
Initialed Application: Yes

Applicant

First Name: **Winifred**
Middle Initial:
Last Name: **Chambliss**

Employment

Occupation: **Manager of Inspectors in Designated region**
Job Title: **Field Inspector**
Employer: **Monterey County Elections Department**

Interests and Experiences

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

Yes

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

Yes

Monterey County Community Action Committee

Has served on an advisory group before?

Yes

I have served as a Board member on the Area Alliance on Aging and as an elected Trustee on the Monterey Peninsula Unified School District Board of Education.

Please tell us about yourself and why you want serve:

I was appointed by District 4 Supervisor Wendy Root-Askew to serve on this Commission and wish to continue in that service.

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

I am interested in providing support and resources to those members of the

Monterey County citizenry, especially those in District 4, who are currently unable to survive in this beautiful environment where the cost of living is high and wages are woefully insufficient. The services this Agency provides are critical for educating, supporting and lifting citizens from below the poverty level to a place of confident self-sufficiency.

How did you hear about the position?:

Initially through conversations with Supervisor Askew.

Please identify any specialized accommodations needed for equal participation:

None

Winifred Chambliss

[redacted]

PROFESSIONAL OBJECTIVE

To offer my high-level organizational skills, enthusiasm, professionalism and compassion in serving as a Customer Center Representative. In that position I will utilize my demonstrated abilities of active listening, patience and critical thinking to answer questions and schedule appointments related to the COVID-19 vaccinations. I understand the trepidation many members of the community possess regarding the vaccine, and will work to allay their fears and schedule appointments as determined in the scripted responses.

EDUCATION

Executive Master of Public Administration
Golden Gate University, San Francisco, CA
Graduated May 2009

Bachelor of Liberal Arts with Emphasis in Psychology
California State University, Monterey Bay
Graduated May 2007

SKILLS AND ABILITIES

Competent	Critical Thinker	People Oriented
Cooperative	Problem Solver	Able to Work Under Pressure
Patient	Team Builder	Excellent Written/Verbal Communication Skills
Responsible	Task Oriented	Proficient in Word
Honest	Dependable	Proficient in Excel
Energetic	Flexible	Detail Oriented
Dedicated	Efficient	Trustworthy
Practical	Highly Organized	Respectful

WORK EXPERIENCE

Monterey County Elections Department
Field Inspector
March 2009 to present during Primary, Special and Presidential General Elections

Monitor multiple polling places in a designated area
Support polling place Inspectors to ensure all governing laws are followed
Ensure voters are treated with respect and provided necessary resources to cast their votes
Ensure votes are counted and returned to Monterey County Elections Department properly
Respond to any and all emergencies expediently
Provide general support to polling place Staff

United States Census 2020
Enumerator
July 2020 to August 2020

In-person contact with members of the public to complete census surveys
Electronic documentation of public's responses
Electronic submission of responses
Electronic timecard submission

Monterey County Water Resources Agency
Executive Assistant to the General Manager/Clerk to the Board of Directors
September 2006 to May 2017

Manage Agency's Administrative Services
- *Preparation/distribution/posting of Agendas*
- *Manage Board Meeting Logistics (Set up Board room; prepare materials; arrange meals)*
- *Represent General Manager at various meetings (i.e., Agenda Review with Monterey County CAO, County Counsel and Department heads; Facilities meetings, etc.)*
- *Transcription/preparation/distribution/posting of Minutes*
- *Manager of $10 million Interlake Tunnel Project Grant*
- *Supervise Ordering of Supplies*
- *Responsible for Facilities (contract with Janitors, physical maintenance)*
- *Preparation of effective reports, correspondence and other written communications*
- *Supervise Public Records requests*
- *Develop and manage complex recordkeeping and reporting systems*
- *Make presentations and represent Agency to variety of groups and the public*
- *Respond to questions from public and stakeholder organizations*
- *Serve as Agency's Safety Officer (preparation/filing of required OSHA reports)*
- *Develop, interpret and apply complex regulations, policies and contracts*
- *Assist in compliance with Brown Act requirements*
- *Filing of Directors' Statements of Economic Interest (Form 700)*
- *Ensure Directors Completion of AB 1234 Ethics Training*
- *Preparation/Submission/Presentation of Agency's Equal Opportunity Plan*
- *Supervision of Administrative Staff*
- *Manage Calendars for General Manager and Board of Directors*

Manage Agency's Human Resources Services
- *Process recruitments, hiring, personnel changes*
- *Manage Performance Evaluation program*
- *Responsible for Employee relations (discipline, resolving conflict, etc.)*
- *Notify/schedule mandatory Staff trainings (Prevention of Sexual Harassment, Ethics, IT Security)*

Manage Workers' Compensation Program
- *(Preparation/filing of reports/claims*
- *Annual reporting*
- *Liaison between Insurance Agency and Staff*

Hartnell College
Assistant to the Dean of Fine Arts, Language Arts and Social Sciences
January 1997 to August 2006

Office Manager

Compiled and prepared effective reports, correspondence and other written communications
Responsible for maintaining department records
Monitored inventory and office supply purchases/budget
Managed textbook ordering/purchases
Scheduled department class assignments
Trained student workers
Processed department payroll (approximately 150 staff members)
Assisted students with course additions/deletions/ substitutions
Processed required documents for students and staff
Represented Dean at various meetings (i.e., curriculum, counseling, etc.)
Oversaw hiring process for new instructors
Served as President of California School Employees' Association for 3 Years

Monterey Peninsula Unified School District MPUSD)
Elected Trustee (served one year as Vice President; seven years as President)
November 1991 to November 2001
Select and Evaluate Superintendent
Establish District Policy
Monitor District Budget
Negotiate Union Contracts
Conducted Student Expulsion Hearings
Processed Teacher Discipline Legal cases
Responded to Citizen Concerns/Complaints
Established Student Curriculum
Represented MPUSD on associated Boards and Commissions

REFERENCES AVAILABLE UPON REQUEST

Mary Helen Gallegos
Monterey County Elections
(831) 796-1487

Adam P. Gonzales, Supervisor
U.S. Census 2020
(310) 625-0473

ML Carter, Pastor
New Hope Baptist Church
1304 Sonoma Avenue, Seaside, CA 93955
(831) 869-1873

Robert Johnson, former Supervisor
Monterey County Water Resources Agency
(831) 809-4889

Dan Villa, former fellow MPUSD Board Member
(831) 601-8594

County of Monterey

Board Report

Legistar File Number: APP 25-115

Item No.7

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

August 05, 2025

Introduced: 7/24/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

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)

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

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

To: Clerk of the Board's Office

From: Supervisor Kate Daniels

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date:

Appointment to the Carmel Valley Road Committee

Nominated Appointee: Cecil Jones

Nominated by: Supervisor Kate Daniels

Representing: Mouth of the Valley

Reason for Nomination:

- (•) New Term
  Replacing Member: N/A
- ( ) 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

Carmel Valley Road Committee Application

Cecil Jones

District: 5
Initialed Application: Yes

Applicant

First Name: **Cecil**
Middle Initial:
Last Name: **Jones**

Employment

Occupation:
Job Title:
Employer: **Retired**

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?

No

Has served on an advisory group before?

No

Please tell us about yourself and why you want serve:

I am retired and live at Del Mesa Carmel. I am the type person who wants to address issues when I see them, not just complain. I have served on the Emergency Planning Committee, Strategic Planning Committee, and Forest Management Committee at Del Mesa. I am on the Board of Directors of the Cypress Fire Protection District.

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

I live near the mouth of Carmel Valley Road, at Del Mesa Carmel. As you know, traffic along Carmel Valley Road is heavy and is continuing to increase. There are construction projects going on now, and planned for the future which will impact the traffic and safety of people who travel that route, as well as Highway and

visitors to The Barnyard, The Crossroads, and Carmel Rancho shopping centers. I want to stay abreast of this fast changing situation and be able to provide input and advice to the multitude of organizations involved.

How did you hear about the position?:

A discussion with Kimbley Craig.

Cecil N. Jones

[redacted]

SENIOR IT MANAGEMENT PROFILE

Certified Project Management Professional (PMP)

Senior information technology professional with extensive expertise managing infrastructure, application, implementation, and data management projects for clients in the Oil & Gas and Insurance industries. Experience recruiting, building, and leading highly skilled multi-disciplinary teams in the development of cutting-edge enterprise-level technology solutions. Proven ability to lead and participate directly in all phases of enterprise-wide product development lifecycle. Strong business acumen; developed and implemented revenue-generating, process-improving business and marketing strategies and managed multimillion-dollar budgets.

PROFESSIONAL EXPERIENCE

CNJ CONSULTING SERVICES, LLC

PROJECT MANAGEMENT, DATA MANAGEMENT, PRODUCT MANAGEMENT

2004 - PRESENT

Owner and President of CNJ Consulting Services, LLC, specializing in information technology and data management consulting to the oil & gas industry. Extensive experience managing IT projects for various geophysical contractors, major oil & gas companies, and software development companies, in all aspects of IT project, program, and product management, including data management.

Specialties are cloud migrations (Azure, AWS), petrotechnical computing/data, seismic data management, IT infrastructure, software development, vendor implementations, client relationship management, customer service, account management, product management, and operations management.

Highlights of recent projects:

- Global digital transformation projects for two major oil companies migrating over 15 petabytes of data to the Azure cloud
- Project manager/account manager for exploration data management consulting projects, with special subject matter expertise in seismic data. (Katalyst Data Management, Chevron, Marathon, BP L48, BP GOM, Pioneer, Repsol)
- Global enterprise storage refresh (NetApp). Coordinate with service provider resources and client site teams to order and schedule delivery of equipment, facilitate clearance through customs, on-site installation, change control board coordination, etc. (BP)
- Global enterprise computer server consolidation. Migrated reservoir modeling and seismic imaging workflows from regional compute clusters to central high performance computing center. Decommissioned 500+ regional servers. (BP)
- Several security projects such as Enterprise FTP, Two Factor Authentication, and Secure Mobile Content Distribution. (Halliburton)
- Large multi-year seismic data management program ($4M annual). Managed outside vendors and internal staff to transcribe magnetic tapes, scan seismic sections and related documents. Transcribed data is hosted in the cloud and accessed online via web-based portal for review and ordering. Performed security review of vendor data center, and established secure ftp site (BP)

- IT infrastructure projects: server hardware refresh, operating system upgrades, oracle database upgrades, print server implementation, virtualization, VMware, firewall rules, Citrix farm implementation, voice failover server, etc. (AIG)
- Large network upgrade, including WAN, LAN, VOIP and wireless components ($9M). Worked with all stakeholders and subject matter experts to determine high level business requirements, translated into detailed technical requirements, prepared all project documentation, conducted review meetings capturing issues and action items, and managed project risk and issue logs. Worked with service provider (AT&T) project manager, network architect, technical project manager, and structured cabling engineer to design solution for thirteen buildings being refurbished and three new buildings. (Shell)
- Software product manager for commercial oil & gas integrated interpretation software development. Worked at all levels and stages of product development - scope, design specifications, requirements, determining feature sets, and quality of deliverables. Responsible for entire project life cycle: product initiation, feasibility, designing and planning, scheduling, development, testing, launch, and operation. Estimated project duration, cost, and resource requirements. Took projects & features from vision through release, through partnering with other disciplines and teams. (Seismic Micro-Technology)
- Managed infrastructure and software development projects, including a major webMethods upgrade, Windows XP SP2 upgrade and roll out, online telephone directory, asset management, and service request clean up. Responsible for the largest project in the program. Assisted in implementation of CMMI certification effort and the establishment of PMO metrics and reporting. (Marathon)
- Program manager for Compliance & Regulatory and E-Commerce efforts for Property & Casualty department. Projects were of the highest priority, very complex, and on multiple platforms, including mainframe, internet/intranet, web development, etc. (State Farm)
- Managed all phases of application development and infrastructure projects, utilizing SEI CMMI Level 5 criteria and methodology, for enterprise-level, multi-tier, Web-based architecture. Managed offsite and offshore teams. (State Farm)
- Evaluated effectiveness of client's technology use, recommending and implementing company-wide multiple storage/disaster-recovery solutions including SAN/DASD systems such as HP, HDS, and IBM; as well as VTS tape-automation systems. (State Farm)
- Data management strategy and planning project for production data. Interviewed users, stakeholders, application owners, etc. to determine current state, developed strategy and road map to achieve desired future state. (Marathon)

HTC GLOBAL SERVICES, INC.

Engagement / Operations / Account / Resource / Program Manager

SENIOR PROJECT MANAGER

1999 - 2004

Led Project Management Office and client interface activities as Strategic Alliance Manager at State Farm Insurance Company, including State Farm Bank. Accountable for on-site management of 60+ IT specialists (project managers, project planners/schedulers, business analysts, technical writers). Liaised directly with client's management team in completion of project initiatives, and all business-development functions. Ensured accurate and timely completion of all project objectives, utilizing onsite, offsite, and offshore resources, including client reporting of project metrics, monthly report, and monthly invoice. Accountable for recruiting, hiring, and training cross-functional staff, handling full array of human resources functions including training, career development, and performance evaluations. Negotiated large fixed-price contracts. Responded to RFPs. Ensured compliance with CMM Level 5. Efforts resulted in year to year growth of business by 50% ($22M in revenue).

BP AMOCO CORPORATION

TECHNICAL COMPUTING APPLICATIONS PRODUCT LINE MANAGER
PROJECT MANAGER
RESEARCH GEOPHYSICIST
SYSTEMS ANALYST/PROGRAMMER
1976 - 1999

Key Projects: Project Manager for numerous high-profile, company-wide technology implementations:

- Led large team in research and evaluation of cutting-edge computer systems for High Performance Computing clusters and integrated interpretation workstations.
- Negotiated contracts for multimillion-dollar enterprise client-server system; directed installation and customization of hardware and software, facilitated training sessions and dealt with change management issues.
- Coordinated rollout of corporate-wide distributed desktop environment, and email backbone.
- Spearheaded conversion of multiple legacy mainframe applications to sophisticated new workstations.

Key Responsibilities: Managed portfolio of petro-technical computing applications (geological, geophysical, engineering) and associated data management requirements, including rationalization of the product suite based on customer needs. Collaborated with internal IT-service provider in purchasing cost-efficient new technologies and services. Negotiated and managed multimillion-dollar IT budget, cutting costs while improving service levels.

Selected accomplishments:

- Established and led execution of highly successful customer-focused marketing strategies, improving service quality and reducing costs significantly.
- Migrated email platform from HP OpenMail backbone/Lotus CCmail client to MS Exchange/Outlook.
- Spearheaded development of cost/price model for marketing products and services worldwide, resulting in improved product choice for customers, streamlining and elimination of non-strategic products and services, and ability for company to focus resources in key areas; this model was successfully adopted by larger business group in company as a Best Practice.
- Championed creation of co-located European support department in order to provide timely support of European, North African, and Middle East operations.
- Instrumental in reduction of more than $1M in expenditure through conceiving of and implementing new process for interpreting seismic data, resulting in more rapid turnaround of higher-quality products.
- Directed a global team in establishment of disaster recovery and prevention methodologies prior to Y2K; identified, assessed, and resolved all critical issues; implemented risk assessment and contingency planning strategies; developed and maintained comprehensive web site for project status reports and sharing information with management worldwide.

EDUCATION & CREDENTIALS

Bachelor of Science in Geology – Southern Methodist University, Dallas, Texas

Graduate-level studies in math, physics, geophysics, and business – University of Houston, Houston, Texas

Professional Development/Certifications:

- "The Management Program" – Rice University, Houston, Texas
- Project Management Professional (PMP) Certification (License 38187), Project Management Institute
- Cloud Computing (Rackspace)

Affiliations:

- Project Management Institute (PMI)
- Project Management Institute (PMI) Central Illinois Chapter– served as Vice President
- Project Management Institute (PMI) Houston Chapter – served as Director of Advertising, LinkedIn Group Manager
- Society of Exploration Geophysicists – served as Membership Chair (two terms)
- Geophysical Society of Houston – served as Secretary
- Houston Geological Society – served on Computer Application Committee
- American Association of Petroleum Geologists

County of Monterey

Board Report

Legistar File Number: OBM 25-106

Item No.8

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

August 05, 2025

Introduced: 7/30/2025

Version: 1

Current Status: Agenda Ready

Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 25-107

Item No.9

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

August 05, 2025

Introduced: 7/30/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 7/21/2025
Version: 1

Current Status: Scheduled PM
Matter Type: BoS Resolution

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.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting 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.

SUMMARY:
On August 27, 2024, the Board of Supervisors (Board) adopted a resolution of intent to amend Title 20 (coastal zoning) of the Monterey County Code (MCC), adopted an ordinance amending Title 21 (inland zoning) to create a regulatory program for vacation rentals. On September 10, 2024, the Board adopted an ordinance amending Title 7, which added a new chapter to create the vacation rental operation license regulatory program (business taxes, licenses, and regulations). The Board also adopted a resolution amending Article IX - Land Use of the Monterey County Fee Resolution to establish an initial Vacation Rental Operation License (VROL) fee, that became effective on September 10, 2024.

Today, staff returns to establish the renewal fees for the Vacation Rental Operation License (VROL), the ministerial license that is required for Homestays, Limited Vacation Rentals, and Commercial Vacation Rentals, as defined in the MCC. Housing and Community Development (HCD) proposes two new fees for the annual renewal of VROLs, which have not been set. The two new renewal fees will be differentiated, one for applicants not changing anything on their existing VROL and one for applicants making changes to their existing VROL. The no change renewal fee of $135 will be for VROLs without revisions to their existing VROL. The change renewal fee of $357.50 will be for VROLs that have revisions to their existing VROL, which will require more in-depth review and will require additional staff processing time.

During the above described August 27th and September 10th Board hearings, it was requested that staff return to consider potentially establishing a lower initial VROL fee for Limited Vacation Rentals. The current VROL fee is appropriately set to recover staff costs based on an analysis of staff time required to process VROLs for Limited Vacation Rentals. These associated staff costs include processing VROL applications and associated planning, monitoring, and enforcement activities performed by HCD. Any reduction in the fee amount would mean each Limited Vacation Rental VROL would not be recovering the associated staff costs of processing it.

The Board Report and Attachments from August 27, 2024, public hearing can be found at this link: <https://monterey.legistar.com/LegislationDetail.aspx?ID=6836676&GUID=96AA4932-85C4-49E5-BF12-7E9180E29FDB&Options=&Search=>.

The Board Report and Attachments from September 10, 2024, public hearing can be found at this link: <https://monterey.legistar.com/LegislationDetail.aspx?ID=6846705&GUID=D21BD1E1-869A-438B-B8A3-2AE213C59464&Options=&Search=>.

DISCUSSION:

The existing initial fee for VROLs of $965 dollars, not including other reviewing departments or other fees charged as a percentage of the overall application, was established on September 10, 2024. This fee was based on the estimation that it will take five HCD-Planning staff hours and one HCD-Front Counter Processing hour to process the VROL.

The fee established for each VROL has accurately captured the staff effort of processing the initial VROL, which has been set as $965, not including other reviewing departments or other fees charged as a percentage of overall applications. Based on this estimation and the existing staff time data for processing VROLs, staff proposes adding two new VROL renewal fees. Staff expects that a no change renewal fee will take one and a half Front Counter Processing hours, resulting in a cost for each no change renewal of $135. Staff expects that the change renewal fee will take a half Planning staff hour and three Front Counter Processing hours, which will mean that each change renewal will cost $357.50. Additionally, staff requests that these renewal fees not include the General Plan Update and Implementation (GPUI) fee of 10%, which is applied to the total permit fee assessed toward each application. Staff recommends exempting renewal VROLs from the GPUI fee of 10% of the total permit fee to minimize the cost to applicants.

Initial Vacation Rental Operation License (VROL) Fee

At the August 27, 2024 hearing, the Board recommended staff return with an option to reduce the initial VROL fee for Limited Vacation Rentals. Since October 14, 2024, staff has reviewed, processed, and approved VROLs. The initial VROL fee of $965 accurately reflects the staff time required to review and process all types of VROLs. The review and processing time for each VROL does not differ between Homestays and Limited Vacation Rentals. If the VROL fee were reduced for Limited Vacation Rentals, VROLs for Limited Vacation Rentals would not operate on a cost recovery basis. This would mean that all Limited Vacation Rental VROLs would need to have a General Fund subsidy to cover the difference between the associated staff time processing costs and revenue to ensure HCD does not operate at a loss for every Limited Vacation Rental VROL.

Therefore, staff recommends that all VROLs have the same fee due to the amount of staff time it takes to process each VROL and to ensure that VROLs operate on a cost-recovery basis.

CEQA:
The establishment of the VROL fee is statutorily exempt from CEQA pursuant to Section 15273 of the CEQA Guidelines, as the establishment of the VROL renewal fees will assist HCD in meeting operation expenses

OTHER AGENCY INVOLVEMENT:
HCD staff worked with the Office of County Counsel.

FINANCING:
Staff time to develop the draft ordinances is included in the Fiscal Year 2025-26 Adopted Budget for HCD, Appropriation Unit HCD002, Unit 8543. Permit fees are established with the expectation of cost recovery for staff costs. The permit fees for the two proposed VROL renewal fees as proposed are based on the expected time it will take staff to review and approve the VROL renewals.

Reviewed and Approved by: Melanie Beretti, AICP, Chief of Planning 831-755-5285

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution Amending HCD's article in the Monterey County Fee Resolution
Attachment A - Attachment A - Proposed Fee Articles Red Line
Attachment A - Attachment B - Proposed Fee Articles Clean
Attachment B - Vacation Rental Operation License Fee Detail

cc: Front Counter Copy; Planning Commission; REF 100042 & REF 130043 Public Distribution List; County of Monterey Treasurer-Tax Collector; Monterey County Regional Fire; County of Monterey Health Department Environmental Health Bureau; California Coastal Commission; Monterey County Land Watch; Keep Big Sur Wild; Liz Gonzales, Permit Center Manager; Sarah Wikle, Principal Planner - Current Planning; Karen Riley-Olms, Management Analyst II; Josh Bowling, Chief of Building Services; Evan Nuckles, HCD Building Services Manager; Melanie Beretti, Chief of Planning; Craig Spencer, HCD Director

Introduced: 7/21/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

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
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OTHER AGENCY INVOLVEMENT:
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FINANCING:
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Reviewed and Approved by: Melanie Beretti, AICP, Chief of Planning 831-755-5285

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Attachment A - Attachment B - Proposed Fee Articles Clean
Attachment B - Vacation Rental Operation License Fee Detail

cc: Front Counter Copy; Planning Commission; REF 100042 & REF 130043 Public Distribution List; County of Monterey Treasurer-Tax Collector; Monterey County Regional Fire; County of Monterey Health Department Environmental Health Bureau; California Coastal Commission; Monterey County Land Watch; Keep Big Sur Wild; Liz Gonzales, Permit Center Manager; Sarah Wikle, Principal Planner - Current Planning; Karen Riley-Olms, Management Analyst II; Josh Bowling, Chief of Building Services; Evan Nuckles, HCD Building Services Manager; Melanie Beretti, Chief of Planning; Craig Spencer, HCD Director

Attachment A

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ATTACHMENT A
DRAFT RESOLUTION

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

Resolution No. _____
A Resolution of the Monterey County Board of Supervisors to:

Amend IX (Housing and Community Development) of the Monterey County Fee Resolution to establish renewal fees for the Vacation Rental Operation License.

WHEREAS, on September 10, 2024, the Monterey County Board of Supervisors ("Board") passed and adopted an ordinance to add Chapter 7.120 to the Monterey County Code;

WHEREAS, Chapter 7.120 requires vacation rentals to obtain an annual Vacation Rental Operation License to operate a vacation rental in accordance with state and County law;

WHEREAS, the fee addition made by this Resolution is to recover staff costs of processing applications for the renewal of the Vacation Rental Operation License and associated planning, monitoring, and enforcement activities performed by the HCD. The fees do not exceed the estimated reasonable or actual costs of performing the services, processing applications and entitlements, and associated permitting, monitoring, and enforcement activities. The new fees reflect no more than the actual costs of the services or benefits received by the payor. To the extent that the fees do not result in full cost recovery, the shortfall may impact the County General Fund;

WHEREAS, previous amendments to Article IX became effective September 10, 2024;

WHEREAS, Section 1.40.010 of the Monterey County Code provides that all fees, penalties, refunds, reimbursements and charges of any kind by the County may be specified in the Monterey County Fee Resolution;

WHEREAS, any and all adjustments to fees for services reflect no more than the actual and reasonable cost of the service or benefit received by the payor and burdened on the County. Any discount applicable to these surcharges have a de minimus impact on the departmental budget and implementation of that discount does not result in increased fees or costs for other patrons;

WHEREAS, by definition, these fees are not a "tax" and is exempt from voter approval pursuant to Article XIII C, section 1(e)(3) of the California Constitution (charges imposed for the reasonable regulatory costs to a local government for issuing licenses and permits);

WHEREAS, the purpose of this action is to establish two renewal fees for the Vacation Rental Operation License; and

WHEREAS, this action to add two new fees for Vacation Rental Operation License renewals is not a project under the California Environmental Quality Act ("CEQA") because it is a governmental funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (CEQA Guidelines section 15273.)

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Monterey does hereby adopt a resolution to:

I. Certify that the foregoing recitals are true and correct;
II. Find that establishment of permit fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 of the CEQA Guidelines;
III. Amend Article IX (Housing and Community Development) of the Monterey County Master Fee Resolution, as set forth in the attached **Attachment A** (redline), **Attachment B** (clean) incorporated herein by reference;
IV. Find that these amendments do not change the other fees set forth in Article IX, which remain in full force and effect; and
V. Find that said amendments to Article IX shall take effect immediately after the Board of Supervisors adopt this resolution.

PASSED AND ADOPTED upon motion of Supervisor_____, seconded by Supervisor_____and carried this 5th 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 5, 2025.

Dated:_____
File Number:_____

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

By_____
Deputy

(Per Resolution No. ~~RES-145~~_____, adopted ~~August 27, 2024~~August 5, 2025 by the Monterey County Board of Supervisors)

These regulatory and user fees are based on the estimated reasonable cost of providing these services or performing these activities. This fee schedule has been comprehensively revised for land use related activities in response to requests for services (permit applications). This fee schedule combines Planning fees (formerly the sole subject of Article IX), Development Services (formerly Fee Article X) and Environmental Services (formerly Fee Article XX) as these services are performed under the Housing & Community Development Department (HCD). Work done without a permit, where a permit would have been required, is subject to code enforcement and subsequently charged double the permit fee. Fees are based on the estimated reasonable cost for processing various land use permits established in: Monterey County Code, Title 20 (Coastal Implementation Plan) and Title 21 (Non-coastal Zoning Ordinance), and related planning services (Government Code §§ 65104, 65909.5, 66014); Title 19, Monterey County Code (Subdivisions); Public Resources Code sections 2761 - 2764 (Surface Mining and Reclamation Act) and Chapter 16.04, Monterey County Code (Surface Mining and Reclamation); California Environmental Quality Act (Public Resources Code §21000 et seq.); Monterey County Code Chapters 1.20, 1.22, 20.90, and 21.84 (code enforcement activities and process).

	HCD Land Use Tiered Fee Schedule [1,2]
	General Plan Update & Implementation Fee (GPUI) Included Unless Noted Otherwise
No Fee	Address Assignment (first address assignment, each additional address $90)
	Appeal - Coastal Permit [3]
	Design Approval limited in scope, no hearing required, no other departmental review required, minor change to existing structure, no addition
	Flood Zone Inquiry Report or Flood Zone Inquiry Cover Page
	Hazard Tree Removal [8]
	Hazardous Vegetation/Fuel Management Plan Review[8]
	Special Event Processing (other permits may be required; fees captured through other permits)

	Tier 1 · $550
TIER 1	Application Request ($500 no GPUI fee) [7]
	Design Approval – Over the Counter, limited in scope, no hearing required
	Landscape Management Plan Review
	Tree Removal (Director's Approval or Waiver)
	Road Abandonment

	TIER 2 · $1,650
TIER 2	Airport Land Use Commission Application Review
	Appeal of Fee Determination ($1,500 no GPUI fee) [3,7]
	Certificate of Correction – Map modification (except change of scenic easement)
	Change of Commercial or Industrial Use

	Design Approval - Administrative, review & approval required, no hearing required
	Director's Interpretation ($1,500 no GPUI fee[7])
	Director's Interpretation - Appeal ($1,500 no GPUI fee [3,7,13])
	Letter of Public Convenience and Necessity
	Oak Woodland Guidelines Consistency Certification
	Specific Plan Conformance Determination, Director's Approval, no hearing
	Voluntary Merger
	Mills Act Contract Selected Contract Processing

	TIER 3 · $3,300
TIER 3	Big Sur Viewshed Acquisition (Transfer of Development Right)
	Certificate of Compliance Unconditional (up to 2 lots, each additional lot $1,000)[12]
	Design Approval, public hearing required
	Development Review Conference [5,6]
	Lot Line Adjustment Amendment, Revision, or Extension
	Mills Act Contract Application
	Minor & Trivial Amendment or Minor Amendment, no hearing required
	Parcel Legality Determination [12]
	Road Name
	Scenic Easement Amendment
	Transfer of Development Credit
	Appeal ($3,000 no GPUI fee) (Inland-see footnote 7)

	TIER 4 · $5,500
TIER 4	Administrative Permit or Coastal Administrative Permit (General)
	Emergency Permit
	Environmental Review - Addendum (tiered from earlier Environmental Impact Report; EIR fees are additive to permit fees)
	Franchise Agreement, Extension or Amendment
	Permit Amendment, Renewal, or Revision (not otherwise specified)
	Permit Extension
	Restoration Plan – Administrative
	Specific Plan Conformance Determination, hearing required
	Surface Mine Annual Inspection (disturbed area < 20 acres)
	Use Permit – General
	Williamson Act - Farmland Security Zone Contract or Williamson Act Contract Amendment

	Lot Line Adjustment (General)

TIER 5	**TIER 5 · $7,700**
	Certificate of Compliance Conditional (up to 2 lots, each additional lot $1,000)[12]
	Franchise Agreement
	Lot Line Adjustment (Williamson Act)
	Variance

TIER 6	**TIER 6 · $11,000**
	Coastal Development Permit
	Combined Development Permit
	Environmental Review - Initial Study (ND/MND; EIR fees are additive to permit fees)
	General Development Plan
	Restoration Plan, hearing required
	Surface Mine Annual Inspection (disturbed area > 20 acres)

TIER 7	**TIER 7 · $22,000 Deposit [2,13]**
	Coastal Implementation Plan Amendment
	Development Agreement
	Environmental Review – Environmental Impact Report (Extraordinary Development Application) [4]
	Extraordinary Development Application [4]
	General Plan / Land Use Plan Amendment
	Specific Plan
	Specific Plan Amendment
	Subdivision – Minor or Standard - Tentative / Vesting Tentative Map Application - Tentative / Vesting Tentative Map Amendment - Tentative / Vesting Tentative Map Extension - Extension / Subdivision Improvement Agreement Extension
	Surface Mine Reclamation Plan
	Use Permit - Oil & Gas
	Vested Rights Determination
	Zone Change / Code Amendment

Each	
$3,000	Appeal of Incomplete or Completeness Determination
$185	Commercial Cannabis Business Permit - Initial
$92.50	Commercial Cannabis Business Permit - Renewal
$175	Condition Compliance / Mitigation Monitoring – Tier 2 9,10,13
$350	Condition Compliance / Mitigation Monitoring – Tier 3 9,10,13
$1,050	Condition Compliance / Mitigation Monitoring – Tier 4 9,10,13
$700	Condition Compliance / Mitigation Monitoring – Tier 5 9,10,13
$2,100	Condition Compliance / Mitigation Monitoring – Tier 6 9,10,13
$182	Monterey Peninsula Water Management District Allocation Tracking
$170	Personal Cannabis Permit
$100	Record of Survey (Each Additional Sheet)
$300	Record of Survey (First Sheet)
15%	Contract Administration (New contracts and amendments)
$965	Vacation Rental Operation License
$135	Vacation Rental Operation License – Renewal Fee – No Change 7
$357.50	Vacation Rental Operation License – Renewal Fee – Change 7

	Hourly Rates:
$180	Code Enforcement Investigations and Compliance Support 14
$164	Environmental Services
$175	Planning
$186	Development Services
$175	Public Works
$165	Housing Division
$90	Front Counter Processing

HOURLY	**Activities / Services Provided Billed on Hourly Rates:**
	Code Enforcement Activities
	Deed Restriction Processing (ministerial permits)
	Research
	Site Visit
	Subdivision - Minor or Standard – Amend Final Map (Deposit Required $6,000)

	Additional Fees
2.25%	Credit Card Convenience Fee (subject to adjustments)
10%	General Plan Update and Implementation Fee (Included in Tier Pricing Schedule unless noted otherwise [7])
1.93%	Storage and Electronic Conversion of Files Fee (File Storage Fee)
7.49%	Technology Fee

Transactions involving the use of a credit card are subject to a Credit Card Convenience Fee. The Credit Card Convenience Fee of 2.25% is based on a current fee established by the County's contracted merchant bank and is subject to adjustments. The File Storage Fee of 1.93% is based on the costs incurred by HCD to file and store information related to land use applications and services provided. The Technology fee of 7.49%, was determined based on the Adopted Budget for Fiscal Year 2023/24 for Information Technology systems and related support costs directly related to permit processing including, but not limited to, Accela (permit tracking tool) which allows the department (HCD) to function efficiently and effectively. The technology fee applies to all fees, unless otherwise specified.

The General Plan Update and implementation regulatory requirement is an ongoing operational mission-critical requirement. The General Plan Update and implementation (GPUI) fee of 10%, is based on the workload (distributed across an annual basis) and associated annual budget required to implement and update the General Plan as necessary. The GPUI fee has been incorporated into the tiered fee structure unless otherwise specified. The GPUI fee is not applied to Application Requests, Appeals, Appeals of Director's Interpretation, and Appeals of Fee Determinations.

The applicant for a land use application, permit approval or any procedure that requires processing through HCD and includes recording/filing of a document with the Monterey County Recorder shall, in addition to the payment of any and all other County and/or HCD fee, be required to pay any and all applicable standard recording/filing fees no later than the time of the recording/filing of that document. The payment of the applicable recording/filing fee shall be required whether the document is processed on behalf of the applicant, by an employee of the County of Monterey (e.g., HCD staff) or Clerk of the Board or by the applicant. Failure to ensure full payment of such recording/filing fee by the time of the recording/filing shall be grounds for rejection of the recording/filing of that document with no liability to the County.

Footnotes:

1) Unless a "deposit" is indicated, the fee is a flat fee based on the estimated reasonable cost, averaged across all applications, for processing the permit/entitlement/activity. In cases where the scope of an application is modified and/or exceeds the scope originally used to assign the fee tier (and other associated fees), the HCD reserves the right to re-assess the application to the appropriate fee tier (and collect associated fees).
2) For certain applications, a "deposit" is indicated because the cost of processing varies widely depending on the application. Where a "deposit" is indicated, the fee will be based on actual hours, measured by actual time spent on an application in quarter-hour (.25) increments. Applicant is required to pay the deposit, which is initially established based on an estimated minimum set of hours multiplied by the applicable billable rates. If during the processing of applications County staff determines that the deposit is insufficient to cover actual processing time, the applicant will be asked to increase the deposit amount based on a revised estimate provided by the County. The revised estimate will be calculated based on the established billable rate(s) multiplied by actual hours expended. Should the instance arise where the deposit is insufficient to cover the actual cost of the actual processing time, the applicant will be billed to cover the outstanding amount. All outstanding amounts must be paid prior to the County finalizing the application. On deposit applications, the applicant and Director of Housing and Community Development may elect, on a case-by-case basis, to agree to a different deposit amount based on the estimated cost of processing a specific application. Invoices shall be provided to the applicant on a frequency dependent upon the application's progress. The fee will be calculated based on the number of hours expended by County staff multiplied by the applicable billable rate noted in the fee article. Consultants and other expenses shall be reimbursed based on actual costs incurred.
3) In the coastal zone, the appeal fee applies only to appeals of permits that are not appealable to the California Coastal Commission such as Administrative Permits, Design Approvals, Variances, and Tree Removal Permits in certain coastal areas. The appeal fee applicable to such permits would be subject to the same appeal fee listed in the appeal item for inland projects. The appeal fee does not apply to appeals of Coastal Development Permits that are appealable to the Coastal Commission. No fee is charged for postage & handling.
4) "Extraordinary development applications" are those applications that require staff time well beyond a typical application, as determined by the Director of Housing and Community Development or Chief of Planning. These applications may include, by way of example and without limitation, applications for large-scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and/or an anticipated lengthy time frame for processing because of scope and complexity. Consistent with these criteria, any project requiring the preparation of an Environmental Impact Report shall qualify as an extraordinary development application. The applicant shall be responsible for paying the associated staff hours multiplied by the applicable billable rate noted in the fee article, as well as any other costs incurred, including consultant costs.
5) Fees collected for application appointments and Development Review Conferences shall be credited against any subsequent discretionary permit, except design approval, provided the discretionary permit application is made within 12 months of the application appointment.
6) This fee shall not apply to an application for the first Building Permit following approval of a discretionary planning entitlement, except Design Approvals.
7) General Plan Update and Implementation fee of 10% is applied to the total permit fee assessed toward an application and is required for all permits covered under this article except for: Application Requests; Appeals; Appeals of Director's Interpretation; ~~and~~ Appeals of Fee Determinations; Vacation Rental Operation License – Renewal Fee – No Change; and Vacation

Rental Operation License – Renewal Fee – Change.
8) Hazard Tree Removal - *No Fee* applies when a tree is deemed hazardous by a professional licensed arborist or tree trimmer/remover.
9) Applications approved after the effective date of this article with mitigation measures shall be subject to the mitigation monitoring fees set forth in this Article. Projects approved prior to the effective date of this article with mitigation measures shall be subject to the mitigation monitoring fees set forth in the Monterey County Fee Resolution that was in effect on the application approval date.
10) Applications with conditions of approval that do not include mitigation measures, applications approved after the effective date of this Article shall be subject to the condition compliance fees set forth in this Article, and applications approved prior to the effective date of this Article shall be subject to the condition compliance fees set forth in the Monterey County Fee Resolution that was in effect on the application approval date.
11) Work performed without a permit where a permit is required is subject to Code Enforcement Investigation and Compliance Support based on hourly rates, plus double the permit fee.
12) A portion of the fee (50%, $1,650) collected for a parcel legality determination may be credited toward a request for Certificate of Compliance (Conditional $7,700 or Unconditional $3,300) for the same lot that was the subject of the parcel legality determination.
13) An appeal fee applies to appeals of the HCD Director's Interpretations of the zoning or subdivision ordinance, regardless of planning area.

Attachment A - Attachment B
ARTICLE IX – Land Use
Housing & Community Development Fee Schedule
(Per Resolution No. _____, adopted August 5, 2025 by the Monterey County Board of Supervisors)

These regulatory and user fees are based on the estimated reasonable cost of providing these services or performing these activities. This fee schedule has been comprehensively revised for land use related activities in response to requests for services (permit applications). This fee schedule combines Planning fees (formerly the sole subject of Article IX), Development Services (formerly Fee Article X) and Environmental Services (formerly Fee Article XX) as these services are performed under the Housing & Community Development Department (HCD). Work done without a permit, where a permit would have been required, is subject to code enforcement and subsequently charged double the permit fee. Fees are based on the estimated reasonable cost for processing various land use permits established in: Monterey County Code, Title 20 (Coastal Implementation Plan) and Title 21 (Non-coastal Zoning Ordinance), and related planning services (Government Code §§ 65104, 65909.5, 66014); Title 19, Monterey County Code (Subdivisions); Public Resources Code sections 2761 - 2764 (Surface Mining and Reclamation Act) and Chapter 16.04, Monterey County Code (Surface Mining and Reclamation); California Environmental Quality Act (Public Resources Code §21000 et seq.); Monterey County Code Chapters 1.20, 1.22, 20.90, and 21.84 (code enforcement activities and process).

	HCD Land Use Tiered Fee Schedule [1,2]
	General Plan Update & Implementation Fee (GPUI) Included Unless Noted Otherwise
No Fee	Address Assignment (first address assignment, each additional address $90)
	Appeal - Coastal Permit [3]
	Design Approval limited in scope, no hearing required, no other departmental review required, minor change to existing structure, no addition
	Flood Zone Inquiry Report or Flood Zone Inquiry Cover Page
	Hazard Tree Removal [8]
	Hazardous Vegetation/Fuel Management Plan Review[8]
	Special Event Processing (other permits may be required; fees captured through other permits)

	Tier 1 · $550
TIER 1	Application Request ($500 no GPUI fee) [7]
	Design Approval – Over the Counter, limited in scope, no hearing required
	Landscape Management Plan Review
	Tree Removal (Director's Approval or Waiver)
	Road Abandonment

	TIER 2 · $1,650
TIER 2	Airport Land Use Commission Application Review
	Appeal of Fee Determination ($1,500 no GPUI fee) [3,7]
	Certificate of Correction – Map modification (except change of scenic easement)
	Change of Commercial or Industrial Use
	Design Approval - Administrative, review & approval required, no hearing required

	Director's Interpretation ($1,500 no GPUI fee[7])
	Director's Interpretation - Appeal ($1,500 no GPUI fee [3,7,13])
	Letter of Public Convenience and Necessity
	Oak Woodland Guidelines Consistency Certification
	Specific Plan Conformance Determination, Director's Approval, no hearing
	Voluntary Merger
	Mills Act Contract Selected Contract Processing

	TIER 3 · $3,300
TIER 3	Big Sur Viewshed Acquisition (Transfer of Development Right)
	Certificate of Compliance Unconditional (up to 2 lots, each additional lot $1,000)[12]
	Design Approval, public hearing required
	Development Review Conference [5,6]
	Lot Line Adjustment Amendment, Revision, or Extension
	Mills Act Contract Application
	Minor & Trivial Amendment or Minor Amendment, no hearing required
	Parcel Legality Determination [12]
	Road Name
	Scenic Easement Amendment
	Transfer of Development Credit
	Appeal ($3,000 no GPUI fee) (Inland-see footnote 7)

	TIER 4 · $5,500
TIER 4	Administrative Permit or Coastal Administrative Permit (General)
	Emergency Permit
	Environmental Review - Addendum (tiered from earlier Environmental Impact Report; EIR fees are additive to permit fees)
	Franchise Agreement, Extension or Amendment
	Permit Amendment, Renewal, or Revision (not otherwise specified)
	Permit Extension
	Restoration Plan – Administrative
	Specific Plan Conformance Determination, hearing required
	Surface Mine Annual Inspection (disturbed area < 20 acres)
	Use Permit – General
	Williamson Act - Farmland Security Zone Contract or Williamson Act Contract Amendment
	Lot Line Adjustment (General)

TIER 5	**TIER 5 · $7,700**
	Certificate of Compliance Conditional (up to 2 lots, each additional lot $1,000)[12]
	Franchise Agreement
	Lot Line Adjustment (Williamson Act)
	Variance

TIER 6	**TIER 6 · $11,000**
	Coastal Development Permit
	Combined Development Permit
	Environmental Review - Initial Study (ND/MND; EIR fees are additive to permit fees)
	General Development Plan
	Restoration Plan, hearing required
	Surface Mine Annual Inspection (disturbed area > 20 acres)

TIER 7	**TIER 7 · $22,000 Deposit [2,13]**
	Coastal Implementation Plan Amendment
	Development Agreement
	Environmental Review – Environmental Impact Report (Extraordinary Development Application) [4]
	Extraordinary Development Application [4]
	General Plan / Land Use Plan Amendment
	Specific Plan
	Specific Plan Amendment
	Subdivision – Minor or Standard - Tentative / Vesting Tentative Map Application - Tentative / Vesting Tentative Map Amendment - Tentative / Vesting Tentative Map Extension - Extension / Subdivision Improvement Agreement Extension
	Surface Mine Reclamation Plan
	Use Permit - Oil & Gas
	Vested Rights Determination
	Zone Change / Code Amendment

Each	
$3,000	Appeal of Incomplete or Completeness Determination
$185	Commercial Cannabis Business Permit - Initial

$92.50	Commercial Cannabis Business Permit - Renewal
$175	Condition Compliance / Mitigation Monitoring – Tier 2 9,10,13
$350	Condition Compliance / Mitigation Monitoring – Tier 3 9,10,13
$1,050	Condition Compliance / Mitigation Monitoring – Tier 4 9,10,13
$700	Condition Compliance / Mitigation Monitoring – Tier 5 9,10,13
$2,100	Condition Compliance / Mitigation Monitoring – Tier 6 9,10,13
$182	Monterey Peninsula Water Management District Allocation Tracking
$170	Personal Cannabis Permit
$100	Record of Survey (Each Additional Sheet)
$300	Record of Survey (First Sheet)
15%	Contract Administration (New contracts and amendments)
$965	Vacation Rental Operation License
$135	Vacation Rental Operation License – Renewal Fee – No Change 7
$357.50	Vacation Rental Operation License – Renewal Fee – Change 7

	Hourly Rates:
$180	Code Enforcement Investigations and Compliance Support 14
$164	Environmental Services
$175	Planning
$186	Development Services
$175	Public Works
$165	Housing Division
$90	Front Counter Processing

	Activities / Services Provided Billed on Hourly Rates:
HOURLY	Code Enforcement Activities
	Deed Restriction Processing (ministerial permits)
	Research
	Site Visit
	Subdivision - Minor or Standard – Amend Final Map (Deposit Required $6,000)

	Additional Fees
2.25%	Credit Card Convenience Fee (subject to adjustments)
10%	General Plan Update and Implementation Fee (Included in Tier Pricing Schedule unless noted otherwise [7])
1.93%	Storage and Electronic Conversion of Files Fee (File Storage Fee)
7.49%	Technology Fee

Transactions involving the use of a credit card are subject to a Credit Card Convenience Fee. The Credit Card Convenience Fee of 2.25% is based on a current fee established by the County's contracted merchant bank and is subject to adjustments. The File Storage Fee of 1.93% is based on the costs incurred by HCD to file and store information related to land use applications and services provided. The Technology fee of 7.49%, was determined based on the Adopted Budget for Fiscal Year 2023/24 for Information Technology systems and related support costs directly related to permit processing including, but not limited to, Accela (permit tracking tool) which allows the department (HCD) to function efficiently and effectively. . The technology fee applies to all fees, unless otherwise specified.

The General Plan Update and implementation regulatory requirement is an ongoing operational mission-critical requirement. The General Plan Update and implementation (GPUI) fee of 10%, is based on the workload (distributed across an annual basis) and associated annual budget required to implement and update the General Plan as necessary. The GPUI fee has been incorporated into the tiered fee structure unless otherwise specified. The GPUI fee is not applied to Application Requests, Appeals, Appeals of Director's Interpretation, and Appeals of Fee Determinations.

The applicant for a land use application, permit approval or any procedure that requires processing through HCD and includes recording/filing of a document with the Monterey County Recorder shall, in addition to the payment of any and all other County and/or HCD fee, be required to pay any and all applicable standard recording/filing fees no later than the time of the recording/filing of that document. The payment of the applicable recording/filing fee shall be required whether the document is processed on behalf of the applicant, by an employee of the County of Monterey (e.g., HCD staff) or Clerk of the Board or by the applicant. Failure to ensure full payment of such recording/filing fee by the time of the recording/filing shall be grounds for rejection of the recording/filing of that document with no liability to the County.

Footnotes

1) Unless a "deposit" is indicated, the fee is a flat fee based on the estimated reasonable cost, averaged across all applications, for processing the permit/entitlement/activity. In cases where the scope of an application is modified and/or exceeds the scope originally used to assign the fee tier (and other associated fees), the HCD reserves the right to re-assess the application to the appropriate fee tier (and collect associated fees).

2) For certain applications, a "deposit" is indicated because the cost of processing varies widely depending on the application. Where a "deposit" is indicated, the fee will be based on actual hours, measured by actual time spent on an application in quarter-hour (.25) increments. Applicant is required to pay the deposit, which is initially established based on an estimated minimum set of hours multiplied by the applicable billable rates. If during the processing of applications County staff determines that the deposit is insufficient to cover actual processing time, the applicant will be asked to increase the deposit amount based on a revised estimate provided by the County. The revised estimate will be calculated based on the established billable rate(s) multiplied by actual hours expended. Should the instance arise where the deposit is insufficient to cover the actual cost of the actual processing time, the applicant will be billed to cover the outstanding amount. All outstanding amounts must be paid prior to the County finalizing the application. On deposit applications, the applicant and Director of Housing and Community Development may elect, on a case-by-case basis, to agree to a different deposit amount based on the estimated cost of processing a specific application. Invoices shall be provided to the applicant on a frequency dependent upon the application's progress. The fee will be calculated based on the number of hours expended by County staff multiplied by the applicable billable rate noted in the fee article. Consultants and other expenses shall be reimbursed based on actual costs incurred.
3) In the coastal zone, the appeal fee applies only to appeals of permits that are not appealable to the California Coastal Commission such as Administrative Permits, Design Approvals, Variances, and Tree Removal Permits in certain coastal areas. The appeal fee applicable to such permits would be subject to the same appeal fee listed in the appeal item for inland projects. The appeal fee does not apply to appeals of Coastal Development Permits that are appealable to the Coastal Commission. No fee is charged for postage & handling.
4) "Extraordinary development applications" are those applications that require staff time well beyond a typical application, as determined by the Director of Housing and Community Development or Chief of Planning. These applications may include, by way of example and without limitation, applications for large-scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and/or an anticipated lengthy time frame for processing because of scope and complexity. Consistent with these criteria, any project requiring the preparation of an Environmental Impact Report shall qualify as an extraordinary development application. The applicant shall be responsible for paying the associated staff hours multiplied by the applicable billable rate noted in the fee article, as well as any other costs incurred, including consultant costs.
5) Fees collected for application appointments and Development Review Conferences shall be credited against any subsequent discretionary permit, except design approval, provided the discretionary permit application is made within 12 months of the application appointment.
6) This fee shall not apply to an application for the first Building Permit following approval of a discretionary planning entitlement, except Design Approvals.
7) General Plan Update and Implementation fee of 10% is applied to the total permit fee assessed toward an application and is required for all permits covered under this article except for: Application Requests; Appeals; Appeals of Director's Interpretation; and Appeals of Fee Determinations; Vacation Rental Operation License – Renewal Fee – No Change; and Vacation Rental Operation License – Renewal Fee – Change.
8) Hazard Tree Removal - *No Fee* applies when a tree is deemed hazardous by a professional licensed arborist or tree trimmer/remover.

9) Applications approved after the effective date of this article with mitigation measures shall be subject to the mitigation monitoring fees set forth in this Article. Projects approved prior to the effective date of this article with mitigation measures shall be subject to the mitigation monitoring fees set forth in the Monterey County Fee Resolution that was in effect on the application approval date.
10) Applications with conditions of approval that do not include mitigation measures, applications approved after the effective date of this Article shall be subject to the condition compliance fees set forth in this Article, and applications approved prior to the effective date of this Article shall be subject to the condition compliance fees set forth in the Monterey County Fee Resolution that was in effect on the application approval date.
11) Work performed without a permit where a permit is required is subject to Code Enforcement Investigation and Compliance Support based on hourly rates, plus double the permit fee.
12) A portion of the fee (50%, $1,650) collected for a parcel legality determination may be credited toward a request for Certificate of Compliance (Conditional $7,700 or Unconditional $3,300) for the same lot that was the subject of the parcel legality determination.
13) An appeal fee applies to appeals of the HCD Director's Interpretations of the zoning or subdivision ordinance, regardless of planning area.

Attachment B

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Attachment B

Current - Initial Vacation Rental Operation License				
Department	**Staff**	**Estimated Hours**	**Hourly Rate**	**Total Estimated Cost**
Planning Services				
	Planning	5.00	$ 175.00	**$ 875.00**
	Front Counter/OA Time	1.00	$ 90.00	**$ 90.00**
Total		6.00		**$ 965.00**

Average Vacation Rental Operation License Processing Time*				
Department	**Staff**	**Estimated Hours**	**Hourly Rate**	**Total Estimated Cost**
Planning Services				
	Planning**	2.00	$ 175.00	**$ 350.00**
	Front Counter/OA Time**	8.00	$ 90.00	**$ 720.00**
Total		10.00		**$ 1,070.00**

***This is the average staff processing time as of April 22, 2025. Staff expects this to decrease as the Program rolls out and the amount of staff processing time to decrease. Staff will continue to track time and if necessary return to the Board with a revised Initial Vacation Rental Operation License fee.**

****More Planning and Front Counter/OA Time initially during Program roll out. Planning time has decreased as roll out has progressed.**

Proposed - No Change Renewal Vacation Rental Operation License*				
Department	**Staff**	**Estimated Hours**	**Hourly Rate**	**Total Estimated Cost**
Planning Services				
	Planning	0.00	$ 175.00	**$ -**
	Front Counter/OA Time	1.50	$ 90.00	**$ 135.00**
Total		1.50		**$ 135.00**

***No change would simply review in Accela to see if there are existing Code Enforcement Cases, coordinate with County of Monterey Treasurer-Tax Collector, and verify existing documentation compliance.**

Proposed - Change Renewal Vacation Rental Operation License*				
Planning Services				
	Planning	0.50	$ 175.00	**$ 87.50**
	Front Counter/OA Time	3.00	$ 90.00	**$ 270.00**
Total		3.50		**$ 357.50**

***Change would require reviewing and updating Accela and reviewing revised Vacation Rental Operation License documents. Additionally, review would be required to see if there are existing Code Enforcement Cases, coordinate with the County of Monterey Treasurer-Tax Collector, and verify existing documentation compliance.**

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County of Monterey

Item No.11

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

Board Report

Legistar File Number: OBM 25-108

August 05, 2025

Introduced: 7/30/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **August 5, 2025 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

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

Item #	Brd Rfi #	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		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision.	Pending
10	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishii~~ Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
11	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the ~~February 28, 2023~~ March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs.	Pending
12	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. **Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas.** Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted.	Pending
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

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
14	2023.09	4/18/2023	Alejo	PWFP		Ishii	Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark.	Pending
15	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan expected to be completed in Fall 2025.	Pending
16	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years.	Pending
17	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of $2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement.	Pending
18	2023.21	11/7/2023	Church	CAO		Chiulos/Bokanovich	Non-County Entity Appointments Procedure for Supervisors	This referral requestst that staff amend the current policy for appointments of County Supervisors to Non-County entities. In November 2023, the Board established an ad hoc to review and vet non-county entity appointment procedures. A meeting of the Ad Hoc was convened in late October 2024. An update report will be provided to the Board on ~~December 4, 2024 July 2025~~ August 2025.	Pending
19	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge.	Pending
20	2024.03	3/12/2024	Lopez	CAO		Vaughn	Wine Improvement District	This referral requests examination of sales or transactions and use tax records for the purpose of forming a wine improvement district in Monterey County. A preliminary response was presented to the Board on April 23, 2024. Staff is continuing to work with Vintners and will provide an update to the Board at a future date.	Pending
21	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway.	Pending
22	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in Summer 2025.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
23	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually.	Pending
24	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation.	Pending
25	2024.11	9/10/2024	Church	Health		Jimenez	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025.	Pending
26	2024.12	9/24/2024	Aeljo	HCD		Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner's Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13.	Pending
27	2024.13	9/24/2024	Alejo	CAO		Paolinelli/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		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. A preliminary response will be presented to the Board on February 25, 2025. 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 consideration. Coastal Commissiong consideration in 2025.	Pending
30	2025.03	4/22/2025	Askew	CAO/COB		Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
31	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
32	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
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	PWfP		Ishii	The Alisal Arch of East Salinas	The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project.	**Pending Approval on 8/5/25**
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.	**Pending Approval on 8/5/25**
								Completed by Executive Assistant on July 31, 2025	

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.07
Assignment Date: 08/5/25

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

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 tribute to the hardworking people, families, organizations, and small businesses that form the heart of East Salinas. This landmark will not only celebrate the community's resilience and vibrant history, but also inspire greater neighborhood pride and unity. Designed as a beautification project for one of Salinas' most vital business corridors, the Alisal Arch will become a symbolic gathering place and an inviting photo destination for both residents and visitors alike.

This effort envisions a collaborative partnership between the City of Salinas, the County of Monterey, the Salinas-area Rotary Clubs, and generous individual donors from the community. Together, these partners can bring to life a project that reflects the spirit and legacy of East Salinas.

A successful example of such a project is the Salinas Rotary Arch, constructed in 2021 through a joint effort between the Salinas-area Rotaries and the City of Salinas. Located on Main Street, that arch has quickly become a beloved and iconic location, frequently visited and photographed by community members and tourists each week. The Alisal deserves something equally meaningful.

The Alisal community holds a rich and powerful history. Originally part of unincorporated Monterey County, it was a multiethnic community of Mexican, Filipino, Japanese, Chinese, and Dust Bowl-era migrants from Oklahoma, Arkansas, and Texas. The area was officially annexed into the City of Salinas on August 5, 1963, following a successful vote by Alisal residents on June 11 of that year, after three prior annexation attempts dating back to 1949. This historic annexation added nearly 20,000 residents to the city, increasing Salinas' population to over 53,000 at the time.

The name "Alisal" comes from the Spanish word for sycamore trees, native to this region. The area was once part of Rancho El Alisal, an 8,912-acre Mexican land grant given in 1833 by Governor José Figueroa to Feliciano and Mariano Soberanes and William Edward Petty Hartnell. Later, Bruno Bernal and Judge James A. Bardin acquired portions of the ranch, laying the foundation for the Alisal's agricultural and residential development. A post office opened in 1868, and the Alisal Homestead Association began building homes in the hope of establishing a thriving town.

Alisal also played a significant role in the farmworker movement. In 1969, labor leader César Chávez came to the Salinas Valley to organize farmworkers and opened a local office of the United Farm Workers Organizing Committee (UFWOC) at 14 South Wood Street, next to Sherwood Elementary School. That office remained in the Alisal until the mid-2000s, reinforcing its place in labor history.

Today, the Alisal remains a diverse, culturally rich, and economically vital part of the Salinas Valley. This future arch will serve as a beacon of identity and unity, a symbol of the Alisal's past, present, and future. It will honor the generations who built this community and serve as a proud landmark for future generations to come.

By creating a space that highlights the Alisal's legacy and encourages civic pride, the Alisal Arch will help uplift East Salinas and cement its rightful place among the iconic landmarks of Monterey County.

Classification - Implication	Mode of Response
☐Ministerial / Minor	☐ Memo **X** Board Report **X** Presentation

☐ Land Use Policy ☐ Social Policy ☐ Budget Policy **X** Other: Community Beautification and CDBG	**Requested Response Timeline** ☐ 2 weeks ☐ 1 month **X** 8 weeks ☐ Status reports until completed ☐ Other: _____ ☐ Specific Date: _____

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

Department(s):	Referral Lead:	Board Date:
Public Works, Facilities, and Parks	**Randy Ishii**	**8/5/25**

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

Department(s):	Referral Lead:	Original Date:

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

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

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

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

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.08
Assignment Date: 08/5/25

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

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 Complex, which is located on county property, is currently undergoing an expansion to provide more recreational and wellness opportunities to thousands more local youth and families. The California Department of Toxics and Substances Control (DTSC) has required mitigation on certain limited portions of the project, which will be completed, but will require ongoing monitoring afterwards.

The Salinas Regional Sports Authority, the nonprofit organization that operates the Soccer Complex, is seeking to have the County of Monterey to provide the long-term mitigation monitoring services for the relevant expansion area, rather than utilizing DTSC services. They believe the cost and administrative work would be lower and better facilitated through the County Environmental Health Bureau and/or the County Public Works, Facilities and Parks.

Under the approved Operations and Maintenance Plan for the Soccer Complex expansion project, the work involves semi-annual and annual inspections, reporting, public notices, and Arsenic Awareness training, most of which can be conducted by the Soccer Complex staff and a consultant, but with the County primarily providing review and oversight functions. Such a service by the County would streamline the process locally, reduce long-term costs, and allow the Soccer Complex to wrap up the remediation phase and focus on community programming and operations.

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

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

Department(s):	Referral Lead:	Board Date:
Health Department	Elsa Jimenez	08/05/25

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

Department(s):	Referral Lead:	Original Date:

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

Department analysis of resources required/impact on existing department priorities to complete referral:

Analysis Completed By: _____ Date: _____	**Department's Recommended Response Timeline**
	☐ By requested date ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months ☐ 1 year ☐ Other/Specific Date:_____

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

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

County of Monterey

Board Report

Legistar File Number: OBM 25-109

Item No.12

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

August 05, 2025

Introduced: 7/30/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 25-110

Item No.13

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

August 05, 2025

Introduced: 7/30/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 25-561

Item No.

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

August 05, 2025

Introduced: 7/31/2025

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

2025 Board of Supervisors Meeting Schedule

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

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

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

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

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

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

No Meeting On:	In observance of:
January 21, 2025	Martin Luther King's Day
February 11, 2025	National Association of Counties Conference (NACo)
March 4, 2025	Dept Head Retreat
April 1, 2025	Cesar Chavez Day
April 8, 2025	Spring Break
May 27, 2025	Memorial Day
July 15, 205	Summer Recess
July 22, 2025	Summer Recess
July 29, 2025	Summer Recess
September 2, 2025	Labor Day
September 9, 2025	Legislative Conference
November 11, 2025	Veterans Day
November 25, 2025	Thanksgiving Day
December 16, 2025	Winter Break
December 23, 2025	Winter Break
December 30, 2025	Winter Break

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

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

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

Dated: September 27, 2024

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 7/11/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:

It is recommended the Board of Supervisors:

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.

SUMMARY/ DISCUSSION:

In April 9, 2013, the Board of Supervisors approved an agreement between the County of Monterey and The Gordian Group, Inc. to provide administrative services for the Job Order Contracting (JOC) System. Sourcewell (formerly the National Joint Powers Alliance, aka "NJPA") is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts. On May 4, 2021 , Sourcewell released RFP 050421 for Indefinite Quantity Construction Contracting Systems and Related Services and The Gordian Group (Gordian) responded and was awarded a service contract. Services offered and accepted within Gordian's proposal in response to the Sourcewell RFP include Job Order Contracting (JOC) administrative services.

The County of Monterey is a member of Sourcewell and per the terms of the RFP 050421 which allow all public agencies within the U.S. to procure off of the contract awarded from RFP 071415, NMC is procuring administrative services rendered for Job Order Contracting (JOC) projects from Gordian by piggybacking off the Sourcewell Contract agreement 050421-GGI Other Monterey

County departments also currently utilize Gordian's services for JOC projects by piggybacking off the Sourcewell contract as well. NMC is one of the implementers of the County's Job Order Contracting (JOC) program for the County. The County contracts with The Gordian Group, Inc. (Gordian) to provide the JOC system.

The Gordian contract is procured through a cooperative award made by Sourcewell (formally National Joint Powers Association). Natividad Medical Center is requesting to increase the Sourcewell Contract 050421 total spending limit in the amount of $125,000 for a revised total spending limit not to exceed $725,000 without needing to change the contract term. To incorporate the County's standard risk provisions and other relevant terms and conditions into the service obligations, NMC and Gordian executed a new Sourcewell on September 16, 2021 through June 7, 2026 in the amount of $725,000.

The JOC program currently provided to the County by The Gordian Group, Inc. is referred to as the JOC Complete Solution®, which includes assistance with developing each job order from identification to job order issuance.

In addition to job order development services, the County has identified the need for The Gordian Group, Inc. to provide the JOC Complete Solution PlusTM option, which includes construction management services to manage job orders from job order issuance to completion of the punch list to job order close-out, construction estimating services, and project budgeting and planning, on a project-by-project basis as requested by the County.

A five percent (5%) License Fee to utilize the JOC Program is payable to The Gordian Group, Inc. only when a Job Order is issued to a JOC Contractor. Optionally, as needed, the County may utilize JOC Project Management services for an additional 5.95% fee. The Gordian Group, Inc. fees are contained in the overall eligible project budgets.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved renewal & amendment No. 3 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal & amendment No. 3 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 9, 2025.

FINANCING:

The cost for this renewal & amendment No. 3 is $125,000 of which $70,000 is included in the Fiscal Year 2025-26 Recommended Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Construction projects help facilitate the overall patient experience and improve physical hospital infrastructure.

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

Prepared by: Brian Griffin, Project Manager, 783-2605
Approved by: Charles R. Harris MD, Chief Executive Officer, 783-2504

Attachments:
Renewal & Amendment No. 3 to Addendum with The Gordian Group
Amendment No. 2 to Addendum with The Gordian Group
Amendment No. 1 to Addendum with The Gordian Group
Addendum with The Gordian Group to the Sourcewell Contract 050421
Sourcewell Contract 050421 with Gordian Group
Sourcewell RFP #050421 for Construction Contracting System Services

Attachments on file with the Clerk of the Board

Introduced: 7/11/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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.

RECOMMENDATION:

It is recommended the Board of Supervisors:

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.

SUMMARY/ DISCUSSION:

In April 9, 2013, the Board of Supervisors approved an agreement between the County of Monterey and The Gordian Group, Inc. to provide administrative services for the Job Order Contracting (JOC) System. Sourcewell (formerly the National Joint Powers Alliance, aka "NJPA") is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts. On May 4, 2021 , Sourcewell released RFP 050421 for Indefinite Quantity Construction Contracting Systems and Related Services and The Gordian Group (Gordian) responded and was awarded a service contract. Services offered and accepted within Gordian's proposal in response to the Sourcewell RFP include Job Order Contracting (JOC) administrative services.

The County of Monterey is a member of Sourcewell and per the terms of the RFP 050421 which allow all public agencies within the U.S. to procure off of the contract awarded from RFP 071415, NMC is procuring administrative services rendered for Job Order Contracting (JOC) projects from Gordian by piggybacking off the Sourcewell Contract agreement 050421-GGI Other Monterey County departments also currently utilize Gordian's services for JOC projects by piggybacking off the Sourcewell contract as well. NMC is one of the

implementers of the County's Job Order Contracting (JOC) program for the County. The County contracts with The Gordian Group, Inc. (Gordian) to provide the JOC system.

The Gordian contract is procured through a cooperative award made by Sourcewell (formally National Joint Powers Association). Natividad Medical Center is requesting to increase the Sourcewell Contract 050421 total spending limit in the amount of $125,000 for a revised total spending limit not to exceed $725,000 without needing to change the contract term. To incorporate the County's standard risk provisions and other relevant terms and conditions into the service obligations, NMC and Gordian executed a new Sourcewell on September 16, 2021 through June 7, 2026 in the amount of $725,000.

The JOC program currently provided to the County by The Gordian Group, Inc. is referred to as the JOC Complete Solution®, which includes assistance with developing each job order from identification to job order issuance.

In addition to job order development services, the County has identified the need for The Gordian Group, Inc. to provide the JOC Complete Solution PlusTM option, which includes construction management services to manage job orders from job order issuance to completion of the punch list to job order close-out, construction estimating services, and project budgeting and planning, on a project-by-project basis as requested by the County.

A five percent (5%) License Fee to utilize the JOC Program is payable to The Gordian Group, Inc. only when a Job Order is issued to a JOC Contractor. Optionally, as needed, the County may utilize JOC Project Management services for an additional 5.95% fee. The Gordian Group, Inc. fees are contained in the overall eligible project budgets.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved renewal & amendment No. 3 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal & amendment No. 3 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 9, 2025.

FINANCING:

The cost for this renewal & amendment No. 3 is $125,000 of which $70,000 is included in the Fiscal Year 2025-26 Recommended Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Construction projects help facilitate the overall patient experience and improve physical hospital infrastructure.

__ Economic Development
__ Administration
__ Health and Human Services

X Infrastructure
__ Public Safety

Prepared by: Brian Griffin, Project Manager, 783-2605
Approved by: Charles R. Harris MD, Chief Executive Officer, 783-2504

Attachments:
Renewal & Amendment No. 3 to Addendum with The Gordian Group
Amendment No. 2 to Addendum with The Gordian Group
Amendment No. 1 to Addendum with The Gordian Group
Addendum with The Gordian Group to the Sourcewell Contract 050421
Sourcewell Contract 050421 with Gordian Group
Sourcewell RFP #050421 for Construction Contracting System Services

Attachments on file with the Clerk of the Board

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15831; Amendment No.: 1
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the Addendum with The Gordian Group to the Sourcewell Contract 050421 for administrative services of the Job Order Contracting (JOC) program, with no change to the agreement term of September 16, 2021 through June 7, 2025 and adding $250,000 for a revised total spending limit not to exceed $350,000.
b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) ($10,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 7th day of June 2022, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 7, 2022.

Dated: June 13, 2022
File ID: A 22-253
Agenda Item No.: 26

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: 45E67D25-333B-4585-941E-A7FF1FE9FEE9

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN THE GORDIAN GROUP, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
JOB ORDER CONTRACTING (JOC) ADMINISTRATIVE SERVICES
RENDERED UNDER THE SOURCEWELL CONTRACT #050421-GCI

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on August 26, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and The Gordian Group, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, Sourcewell (formerly the National Joint Powers Alliance, aka "NJPA") is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts.

WHEREAS, NJPA released RFP #050421 for Indefinite Quantity Construction Contracting Systems and Related Services on May 4, 2021; and

WHEREAS, Gordian was awarded Contract #050421-CGI ("Sourcewell Contract"), effective June 6, 2021 as a responsive Proposer to RFP #050421; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with a $250,000 increase in order for services to continue for a total Agreement amount of $350,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope.

AGREEMENT

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

The Addendum is hereby amended on the terms and conditions as set forth in the Addendum except as specifically set forth below.

1. Paragraph 6 shall be amended to the following:

   "The total amount for services described herein shall not exceed $350,000."

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

3. A copy of this Amendment No. 1 shall be attached to the Addendum.

4. This Amendment No. 1 shall be effective when signed by both Parties.

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
for Charles R. Harris, CEO

Date: 6-21-22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel
Chief Deputy County Counsel

Date: May 16, 2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 5-16-2022

CONTRACTOR

The Gordian Group, Inc.
CONTRACTOR's Business Name
See instructions below

By: DocuSigned by: Amon T. Lesher
AEBB316533AC4E5...
(Signature of Chair, President, or Vice-President)

Ammon T. Lesher Vice President
Name and Title

Date: 05/11/2022 | 12:24 PM EDT

By: DocuSigned by: Jay Mackerer
72CF3427A4E42F...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jay Mackerer CFO
Name and Title

Date: 05/12/2022 | 5:03 PM EDT

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

DocuSign Envelope ID: 302D20F1-F62F-4292-8181-A1A22B56C13D

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15831 ; Amendment No.: 2
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the Addendum with The Gordian Group to the Sourcewell Contract 050421 for administrative services of the Job Order Contracting (JOC) program, with no change to the agreement term of September 16, 2021 through June 7, 2025 and adding $250,000 for a revised total spending limit not to exceed $600,000.

PASSED AND ADOPTED on this 24th day of October 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 24, 2023.

Dated: November 1, 2023
File ID: A 23-492
Agenda Item No.: 51

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

Vicente Ramirez, Deputy

DocuSign Envelope ID: 302D20F1-F62F-4292-8181-A1A22B56C13D

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN THE GORDIAN GROUP, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
JOB ORDER CONTRACTING (JOC) ADMINISTRATIVE SERVICES
RENDERED UNDER THE SOURCEWELL CONTRACT #050421-GCI

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 26, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and The Gordian Group, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, Sourcewell (formerly the National Joint Powers Alliance, aka "NJPA") is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts.

WHEREAS, NJPA released RFP #050421 for Indefinite Quantity Construction Contracting Systems and Related Services on May 4, 2021; and

WHEREAS, Gordian was awarded Contract #050421-GGI ("Sourcewell Contract"), effective June 7, 2021 as a responsive Proposer to RFP #050421; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on June 21, 2022 with a $250,000 increase in order for services to continue for a total Agreement amount of $350,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with a $250,000 increase in order for services to continue for a total Agreement amount of $600,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope.

AGREEMENT

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

The Addendum is hereby amended on the terms and conditions as set forth in the Addendum except as specifically set forth below.

1. Paragraph 6 shall be amended to the following:

   "The total amount for services described herein shall not exceed $600,000."

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

3. A copy of this Amendment No. 2 shall be attached to the Addendum.

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4. This Amendment No. 2 shall be effective when signed by both Parties.

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~ Signature page to follow ~

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E481...
Charles R. Harris, CEO

11/7/2023 | 6:59 AM PST
Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

10/10/2023 | 10:51 AM PDT
Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

10/10/2023 | 11:38 AM PDT
Date: _____

CONTRACTOR

The Gordian Group, Inc.
CONTRACTOR's Business Name
See instructions below

DocuSigned by:
By: Ammon Lesher
AEBB3189366C4F3...
(Signature of: Chair, President, or Vice-President)

Ammon Lesher Vice President
Name and Title

Date: 10/04/2023 | 8:17 AM EDT

DocuSigned by:
By: Jay Mackerer
72DEA43786BE42F...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jay Mackerer CFO
Name and Title

Date: 10/04/2023 | 3:29 PM EDT

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

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RENEWAL AND AMENDMENT NO. 3
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
THE GORDIAN GROUP, INC.
FOR
JOB ORDER CONTRACTING (JOC) ADMINISTRATIVE SERVICES
RENDERED UNDER THE SOURCEWELL CONTRACT #050421-GCI

This Renewal and Amendment No. 3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and The Gordian Group, Inc. (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, Sourcewell (formerly the National Joint Powers Alliance, aka "NJPA") is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts.

WHEREAS, NJPA released RFP #050421 for Indefinite Quantity Construction Contracting Systems and Related Services on May 4, 2021; and

WHEREAS, Gordian was awarded Contract #050421-GGI ("Sourcewell Contract"), effective June 7, 2021 as a responsive Proposer to RFP #050421; and

WHEREAS, COUNTY and CONTRACTOR had previously entered into an Agreement for Services (hereinafter "Agreement") on August 26, 2021 to provide Job Order Contracting (JOC) administrative services rendered under the Sourcewell Contract #050421 services for Natividad Medical Center with a four year term and a total Agreement amount not to exceed $350,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on June 21, 2022 with a $250,000 increase in order for services to continue for a total Agreement amount of $350,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2 on November 7, 2023 with a $250,000 increase in order for services to continue for a total Agreement amount of $600,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope; and

WHEREAS, the Agreement expired on June 7, 2025; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement retroactive to June 8, 2025, to extend the term for an additional one (1) year period (June 8, 2025 through June 7, 2026) for a revised full Agreement term of September 16, 2021 through June 7, 2026 to allow for continued need of CONTRACTOR's services and to increase the amount payable by an additional $125,000 for a total Agreement amount not to exceed $725,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

1. Section 5 in the Agreement shall be amended to the following:
   "County and Gordian agree that services shall be rendered during the term of the NJPA Contract only which is between September 16, 2021 through June 7, 2026."

2. Section 6 in the Agreement shall be amended to the following:
   "The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of $725,000."

3. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.

4. This Renewal and Amendment is effective retroactively on June 8, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 6/26/2025 | 9:03 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Chief Deputy Auditor-Controller

Date: 6/26/2025 | 10:50 AM PDT

CONTRACTOR

THE GORDIAN GROUP, INC.

CONTRACTOR's Business Name
Signature instructions below

DocuSigned by:
By: Kris Gorriaran
A18BE1AB0F4C4B0...
(Signature of Chair, President, or Vice-President)

Kris Gorriaran President
Name and Title

Date: 6/18/2025

Signed by:
By: James Mackerer
72DEA43766BE42F...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

James Mackerer CFO
Name and Title

Date: 6/18/2025

***SIGNATURE INSTRUCTIONS**

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

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

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Sourcewell

Solicitation Number: RFP #050421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Gordian Group Inc., 30 Patewood Drive, Bldg. 2, Suite 350, Greenville, SC 29615 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for JOC or IQCC Program Management Consulting Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Vendor will require the use of Vendor's then-current standard License Agreement for the use of its proprietary JOC system and related materials (the JOC System License). In the event of a conflict in terms and conditions between the JOC System License and any other terms and conditions of this Contract, or any transaction document between Vendor and the Participating Entity (including a purchase order), the JOC System License terms and conditions will take precedence.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee. The parties agree that as a condition precedent to Vendor's obligation to remit the Administrative Fee, Vendor must first receive payment from the Participating Entity. In the event Vendor does not receive payment from the Participating Entity in full, for any reason, Vendor will only be liable to Sourcewell for payment of the Administrative Fee calculated as a percentage of the fees received by Vendor.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter in which Vendor receives payment from the Participating Entity.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

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work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

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B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees that Sourcewell and its Participating Entities, including their officers, agents, and employees, must be covered as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

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20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

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laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	The Gordian Group Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Ammon T. Lesher 2905845C404D406...
By: _____	By: _____
Jeremy Schwartz	Ammon T. Lesher
Title: Chief Procurement Officer	Title: Vice President and General Counsel
Date: 6/3/2021 | 2:51 PM CDT	Date: 6/7/2021 | 11:21 AM CDT

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Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 6/7/2021 | 12:23 PM CDT

DocuSign Envelope ID: 4B795843-41AB-41B6-A65A-75ACEABB9B2C

RFP 050421 - JOC or IQCC Program Management Consulting Services

Vendor Details

Company Name:	Gordian
Address:	30 Patewood Drive, Suite 350 Greenville, SC 29615
Contact:	Matthew Peterson
Email:	m.peterson@gordian.com
Phone:	218-851-9913
Fax:	800-874-2291
HST#:	

Submission Details

Created On:	Monday March 29, 2021 06:51:25
Submitted On:	Tuesday May 04, 2021 13:46:09
Submitted By:	Deborah Bates
Email:	d.bates@gordian.com
Transaction #:	74727ce2-4aba-454d-aad0-1c0628ba9924
Submitter's IP Address:	174.227.18.63

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	The Gordian Group, Inc.	*
2	Proposer Address:	30 Patewood Drive Bldg. 2, Suite 350 Greenville, SC 29615	*
3	Proposer website address:	www.gordian.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ammon T. Lesher Vice President and General Counsel 30 Patewood Drive, Bldg. 2, Suite 350 Greenville SC 29615 A.Lesher@gordian.com 800-874-2291 Toll Free 864-752-4545 Direct	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ammon T. Lesher Vice President and General Counsel 30 Patewood Drive, Bldg. 2, Suite 350 Greenville SC 29615 A.Lesher@gordian.com 800-874-2291 Toll Free 864-752-4545 Direct	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Peterson Account Manager, National Accounts 30 Patewood Drive, Bldg. 2, Suite 350 Greenville, SC 29615 M.Peterson@gordian.com 800-874-2291 Toll Free 218-851-9913 Mobile	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Gordian Group, Inc. ("Gordian") is the most qualified and experienced firm in existence for implementing and supporting a customized Job Order Contracting (JOC) for Sourcewell Members ("Sourcewell"). Since our Incorporation in 1990, Gordian has been providing JOC solutions to help public and private facility and infrastructure owners, like Sourcewell Members, control and fast track their construction repairs and alterations. Since Harry Mellon created JOC and co-founded Gordian, our primary focus has been the advancement and improvement of efficient and effective processes across the entire construction lifecycle. During that time, we have developed a wealth of data, technology, process and human resources that are unmatched in the industry. Gordian has continued to innovate and refine our JOC products and services and the underlying components that form them to meet the varying needs of our clients. All of our JOC solutions are designed to minimize the amount of effort required by the owner while maximizing the benefits. During these 30+ years, we have successfully implemented and supported JOC programs for over 250 clients around the country. Gordian's JOC solutions are a turnkey procurement approach, which tailor components to form a unique, comprehensive and high-performing JOC program for each of our clients. Job Order Contracting procurement was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military more than 40 years ago. It is an increasingly popular construction procurement method among facility and infrastructure owners to quickly and easily accomplish repair, alteration and construction projects. For the first 24 years, Gordian's only business was the development, implementation and support of Job Order Contracting programs using industry leading software, data and expert services. In 2014 Gordian acquired additional construction cost data assets and expertise through the purchase of R.S. Means Company, LLC. This acquisition expanded Gordian's ability to create, collect, maintain and analyzed the leading construction cost database in North America; and added construction cost estimating software to Gordian's product offerings. In 2015 Gordian further expanded is product offerings through the acquisition of Sightlines, LLC, which introduced Assessment & Planning, ROPA, Space Utilization and Sustainability. Gordian maintains a culture of continuous improvement where each of these product lines are evaluated and maintained to ensure we are delivering the highest quality solutions to our customers. Since 2015, Gordian JOC systems have enabled the procurement of more than $10 billion dollars in renovation, repair, maintenance and new construction work, with more than $4 billion dollars procured in the past two years alone. Our JOC solutions combine and integrate a complete set of our proprietary JOC components, uniquely customized for each individual owner to drive maximum performance. These solutions are the result of our experience, innovation, and a willingness to invest in state-of-the-art products and follow best practices. Please also see our document titled Company Information and Financial Strength in the documents section of our proposal response.	*
8	What are your company's expectations in the event of an award?	Gordian's seeks to establish a contract award for the development, implementation and support of a JOC program that customers can access to procure our services more efficiently and cost-effectively. If potential customers have questions about Sourcewell, we anticipate a Sourcewell representative will be available to answer any such questions.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Gordian is a wholly-owned subsidiary of Fortive Corporation, a publicly-held corporation with annual revenues of more than $4.3 billion dollars and a market capitalization of approximately $24 billion dollars. Accordingly, any disclosure of financial information is issued by Fortive in accordance with SEC rules and regulations. More information on Fortive's financial disclosures can be found at https://investors.fortive.com/overview/default.aspx.	*
10	What is your US market share for the solutions that you are proposing?	Job Order Contracting is an alternative form of construction procurement focused on the control and fast track of construction repairs and alterations. Gordian is not aware of its market share for its services relative to the overall construction procurement solutions market in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	Job Order Contracting is an alternative form of construction procurement focused on the control and fast track of construction repairs and alterations. Gordian is not aware of its market share for its services relative to the overall construction procurement solutions market in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Gordian is best described as a manufacturer and direct service provider. Our Job Order Contract products and services are provided utilizing only in-house resources. Gordian is the leading firm in the nation that provides JOC solutions with single point responsibility for all of the products and services necessary for a turnkey JOC program. Our comprehensive JOC solutions are provided with in-house staff and include the proprietary data, technology, processes and staff resources necessary for our clients to achieve successful JOC programs. We do not “private label” the products from other companies, nor do we rely on third parties or independent vendors or subcontractors. Gordian employs a nationwide network of sales executives, account managers and full-time employees dedicated to marketing, developing, managing and supporting Gordian's products and services.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Neither Gordian nor any principle, officer or authorized representative of Goridan has been suspended or debarred at any time in its history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	A growing list of national organizations have recognized the results of Gordian's programs for clients including public procurement (NIGP), Housing (NAHRO), and American Public Works Association (APWA). Gordian received Sourcewell's 2017 Legacy Award for exemplifying commitment, innovation and persistence in creating uncharted business concepts. Since 2007, Gordian has partnered with Sourcewell to deliver a unique and streamlined bidding and contracting process for construction called ezIQC®. An organization we hold in highest regard, and one of our largest clients, the United States Postal Service, has also honored our work. The USPS recognized Gordian with its 2016, 2019 and 2020 Supplier Performance Award for superior supply chain management efforts through Job Order Contracting, allowing the Postal Service to more effectively provide exceptional mail service to the American public. Gordian's JOC experts are frequently called upon to speak and offer workshops at industry trade conferences both nationally and regionally. In the last year we have made presentations to gatherings of NIGP, APPA, NAHRO and NASFA, among others. Our expertise draws national media recognition almost monthly, as well. In the last year, several national journals have educated their readers on JOC principles, practices and trends with "unpaid" feature articles written by Gordian experts, which have been published in American School & University, School Construction News, CEFPI Educational Facility Planner, Today's Facility Manager, Construction Executive and others.	*
17	What percentage of your sales are to the governmental sector in the past three years	Gordian's average government sector sales for the last three years exceeds 80% of total sales annually.	*
18	What percentage of your sales are to the education sector in the past three years	Gordian's percentage of sales to the education sector is approximately 30%. This percentage is included in the 80% of sales to the government sector since the many are K-12, public universities, community colleges, and other public education facilities.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sales volumes shown are years 2018, 2019 and 2020, respectively: Sourcewell - $11,912,827 / $11,789,447 / $13,250,158 Cooperative Educational Services - $735,435 / $1,353,738 / $1,673,337 Buyboard - $960,062 / $854,744 / $836,783 Capital Region Council of Governments - $570,308 / $572,165 / $987,183 Keystone Purchasing Network - $1,069,773 / $1,810,026 / $1,737,016 Educational Services Commission of New Jersey - $1,494,775 / $2,568,573 / $1,737,016 Arizona Department of Administration - $1,700,867 / $2,565,213 / $2,133,822 Indiana Department of Administration - $234,938 / $413,997 / $1,552,687 Utah Division of Purchasing - $581,805 / $666,315 / $562,257 PACE Purchasing Cooperative - $35,146 / $220,443 / $79,312 Goodbuy Purchasing Cooperative - $-0- all 3 years Equalis - $ -0- all 3 years OMNIA - $ -0- all 3 years	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract No. GS35F0081Y - 2018 ($408,040), 2019 ($414,691), 2020 ($511,956)	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Capitol Region Council of Governments	Kim Bona, Program Manager	860-522-2217	*
New York City Department of Education	John Shea, Chief Executive Officer	718-349-5410	*
Indiana Department of Administration	Carl Brown, Deputy Director	317-232-3015	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Pennsylvania Department of General Services	Government	Pennsylvania - PA	Implementation and Support of a Job Order Contracting Program, including Job Order Development and Construction Management Services	Varies	$104,827,821	*
New York City Department of Education	Education	New York - NY	Implementation and Support of a Job Order Contracting Program, including Job Order Development and Construction Management Services	Varies	$1,105,304,045	*
State of Hawaii Department of Education	Education	Hawaii - HI	Implementation and Support of a Job Order Contracting Program, including Job Order Development and Construction Management Services	Varies	$ 990,328,732	*
Chicago Housing Authority	Government	Illinois - IL	Implementation and Support of a Job Order Contracting, and Section 3 Program	Varies	$175,278,596	*
Orange County	Government	California - CA	Implementation and Support of a Job Order Contracting	Varies	$137,083,327	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Within its total staff count of more than 600 employees, Gordian has more than 80 employees throughout its sales force in the United States and Canada. Our Sales force is discussed in the additional document titled Capabilities with Sales and Service attached and referenced in question #25 below.	*
24	Dealer network or other distribution methods.	Gordian does not utilize dealers or distributors and sells directly to customers and end users.	*

25	Service force.	Providing Job Order Contracting products and services is Gordian's primary business. Within a total staff count of more than 600, Gordian employs more than 80 Sales professionals, 300 JOC professionals, 40 engineers, and dozens of data scientists, cost researchers, software developers, product managers and others dedicated solely to our JOC products and services. Our teams that have extensive experience in all areas of consulting, planning, construction, information management systems, database administration, construction cost data, estimating, training, project management, operations and maintenance. The vast knowledge and experience of our employees helps us to fully understand the complexities that our clients face each and every day. We deliver our products with state-of-the-art computers, cloud servers, third-party Internet providers and redundant back-up systems. Support for our JOC System is provided from our well-established corporate facilities located in Greenville, South Carolina. Account Managers work with Sales and Marketing team members to provide the client and community support. Gordian is an extremely flat organization that provides several advantages, including decentralized decision making, maximum flexibility, rapid responsiveness to our clients, and a unique and attractive corporate culture for employees. Gordian's more than 600 employees have extensive experience in all areas of consulting, planning, engineering, construction, automated management systems, training, operations and maintenance. The vast knowledge and experience of our employees help us to understand fully the problems and complexities that our clients face each and every day. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information, providing our clients with a truly integrated project delivery approach. As a result, we have assembled a team of professionals who have extraordinary JOC qualifications and experience. Gordian's procurement Solutions Sales team provides nationwide coverage, and is solely focused on selling the JOC products and services contemplated in this RFP. Our sales directors and field sales representatives are dispersed throughout the country and are responsible for territories where they are familiar with the local market economies, politics, construction environments, etc… This approach has proven successful as evidenced by the substantial growth of our partnership with Sourcewell since 2010. Gordian's Vice President and General Manager for SLED leads the Operations and Sales division for Gordian's nationwide SLED procurement initiatives. Consisting of twelve Regions led by three Vice Presidents, the team has 25 sales associates and more than 215 account managers operating nationwide. In addition our General Manager of Higher Education and General Manger of Healthcare lead national sales teams marketing and selling our JOC solutions into each vertical. Louis Patin leads our National Cooperative Programs and will be the management contact for Sourcewell and our internal teams working in collaboration with Sourcewell's marketing efforts. Each of these teams are directly supported by substantial resources focused in areas such as product, data, customer support, customer success, marketing, training and engineering. Gordian's back office operations include Finance, Accounting, Human Resources and Legal operations. Please see our additional document titled "Company Capabilities with Sales and Service Force." *
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Gordian's Customer Support and Success team members are dedicated resources for our customers when called upon for assistance. The Planning customer-specific account team is also prepared to assist with any requests or issues. Core responsibilities for these team members are focused on pre & post sale activities. Focus areas include: • On-Boarding New Customers • Training / Demos • Product Support • User Access • User Navigation • Defect Escalation & Tracking • Updating Payment Information • New Requirement / Modifications Requests for Products • New Release Inquiries The Customer Support and Success team can be contacted via phone at 800-874-2291 or via email at gordiansupport@gordian.com. Hours of operation are Monday – Friday 8am EST to 10PM EST, excluding holidays. The Planning account team is available for specific project-related requests; their contact information will be available upon team assignment. Service Level Agreements (SLA) of issue resolution are expected under 24 hours once notified and logged into our Salesforce CRM ticket tracking system. Key tracking metrics are monitored daily which include: Service Level, Abandon Rate, First Contact Resolution (FCR), Customer Effort (CES) & Agent performance. *

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Gordian currently has a client presence in 47 states. We are willing and able to provide products and services to all 50 states and additional territories.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Gordian currently has a client base in the British Columbia and Ontario provinces of Canada and welcomes further participation in Canada for all of our products and services.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Gordian can provide products and services throughout the identified geographic areas.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Gordian will participate in all sectors and does not have an existing contracts limiting promotion of the contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Gordian has existing contracts in Hawaii and Alaska. We can accommodate specific requirements for those states and in the US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If awarded, Gordian will incorporate Sourcewell messaging into our robust marketing plan already in place. Our corporate-wide marketing plan is composed of a comprehensive communications plan layered with strategic industry components supporting the SLED, Higher Ed, Healthcare, Federal and AEC markets. Gordian's global marketing strategy is focused around building Gordian's market reputation through strong digital presence, 3rd party partnerships, events and other promotional channels driving demand generation, supporting sales enablement, and fostering repeat business and brand evangelism through engagement. Gordian will issue a co-branded press release and develop co-branded collateral pieces. Gordian is experienced in developing External Marketing and Outreach Programs to raise awareness of available programs, primarily through seminars. Gordian also uses seminars to facilitate minority and woman-owned business participation through prime contracts, if available opportunities exist, or networking opportunities with prime contractors. In addition to incorporating Sourcewell into our existing demand generation and nurture and digital marketing efforts, Gordian's marketing team will also develop specific targeted initiatives aligned by region and industry promoting Sourcewell messaging. A marketing representative would work directly with Sourcewell's marketing team at contract kick-off to ensure marketing messaging is aligned and develop a Sourcewell specific marketing plan with quarterly check-ins. Gordian's strong national marketing presence with various associations could be leveraged to promote the Contract.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Gordian's comprehensive digital marketing strategy focuses on acquiring new customers and engaging current customers with personalized, authentic digital interactions where they participate in their own buying journey. This strategy includes but is not limited to digital advertising, search engine optimization (SEO), social media marketing, email marketing and interactive content marketing. Gordian's robust social media marketing operation utilizes LinkedIn, Facebook, Twitter, Instagram, YouTube and other sites that are targeted by region, industry, organization type and personas. In addition to incorporating a new Sourcewell contract into our existing demand generation and nurture and digital marketing efforts, Gordian's marketing team will also develop specific targeted initiatives aligned by region to promote the program and the benefits available through it.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Upon award, Gordian's marketing team will focus on sales enablement and will work alongside Gordian's National Cooperative Team, lead by Louis Patin, and Sourcewell to immediately develop an internal Sourcewell training program. This would encompass an initial roll-out training to our internal sales and operations team along with regular trainings throughout the duration of the contract. This training program would sales reference materials, FAQs and sales collateral. As outlined in the marketing plan, Sourcewell would include Gordian generated success stories and relevant materials in member communications. Gordian and Sourcewell would work together to create co-branded collateral as necessary.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Gordian has configured, tested and is currently maintaining the JOC Software for over 700 locations. After a customer's system is up and running effectively, we will provide the following technical support services for the JOC Software using multiple communication methods. Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in the JOC Software and can handle almost every assignment without additional assistance. Our representatives will conduct a substantial number of JOC Software training sessions for our clients. We believe that working on-site is the best way to accomplish most tasks.	*

37	Describe any technological advances that your proposed products or services offer.	Gordian's JOC solutions are managed on Gordian Cloud, an easy-to-use, collaborative online platform. Gordian's Job Order Contracting software is designed to meet JOC best practices and provides instant access to a customized CTC, ensuring price certainty and procurement speed. The member and the awarded contractors can manage the Job Order workflow from creation to closeout with transparency, auditability and control. In addition to creating a more efficient and effective workflow, Gordian Cloud enables the capture and reporting of critical data that can be used to provide a snapshot of the program at any given time, or can be used to evaluate program performance over time and enable proactive control to ensure best practices are consistently followed.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a Fortive operating company Gordian is committed to sustainable business practices that minimize environmental impacts and ensure the health and safety of our associates, customers and our local communities nationwide. Gordian operates in accordance with our Environmental, Health and Safety Policy utilizing the following principles in conducting our business: • Compliance with applicable environmental, health and safety laws and regulations and applicable corporate and business unit policies, standards and procedures. • Periodic, formal evaluation of our compliance. • Integrity and accountability in personal conduct: Gordian employees are expected to understand the environmental, health and safety issues associated with their jobs and to act in an environmentally responsible, sustainable and safe manner. • Continuous improvements in EHS performance, waste minimization, prevention of pollution, promotion of sustainable practices and policies, and prevention of workplace accidents and injuries. • Integration of sound environmental, health and safety programs and practices into applicable business functions, including procurement, product design, product testing, product support, service, and facilities and real-estate operations. • Sensitivity to community concerns about environmental, health and safety issues. In addition, Gordian adheres to the company-wide corporate social responsibility vision, Accelerating Progress Toward a Sustainable Future, which is described in greater detail at www.fortive.com/csr	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While Gordian's products included in this proposal do not possess the certifications listed in this section, our construction cost database includes numerous construction tasks that include equipment and materials that have energy efficiency certifications and each year millions of dollars of construction work is accomplished through Gordian's JOC solutions that is designed to enhance, upgrade and increase energy efficiency in public buildings.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Gordian has no small business certifications. The Gordian Group, Inc. Is a wholly owned subsidiary of Fortive Corporation, a public company.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As the creators of the Job Order Contracting (JOC) project delivery method, the Gordian team has decades of experience implementing and supporting successful JOC programs across the United States. Gordian's award-winning JOC solutions offer a unique combination of accurate cost data, purpose-built software and unmatched industry expertise. Each Gordian JOC project follows a proven process to make sure the Scope of Work is clearly defined, agreed-upon and executed as efficiently as possible. Local, preset pricing in the Construction Task Catalog® ensures accurate project costs. All Job Order Contracts are accessed in a secure, cloud-based software application that tracks project milestones, spend limits and This purpose-built software allows owners to set milestones that tracks end dates, spend limits and Key Performance Indicators (KPIs), for easy contract management. The Gordian team will conduct a line-by-line review to each project proposal to eliminate inefficiencies and confirm every relevant task necessary to complete the project is included. This end-to-end support and JOC expertise is why hundreds of organizations rely on Gordian's JOC solutions to execute more than $2.4B in construction volume each year. Gordian is the best-qualified firm to provide the requested products and services for the following reasons: • We are the leading firm that can provide single point responsibility for a JOC program. We prepare, customize and support, with in-house staff, the Contract Documents, Construction Task Catalog®, Technical Specifications and the JOC Information Management System that we provide to our clients. We do not rely on third parties or independent vendors, and we do not subcontract or white label third-party products. We will be 100% responsible for the success of your JOC program using in-house resources for software, data and services. • Gordian has successfully implemented and supported our JOC solutions for over 250 public owners throughout the United States, • Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible. In 2019 more than $2.3 billion dollars of construction work was procured using Job Order Contracting programs implemented and supported by Gordian. • Our approach to developing your JOC program will be a source of substantial benefits for the Region's local, minority and women owned business programs. We have a proven track recordof substantially increasing the use of local, minority and women owned firms through the incorporation of diversity goals into the JOC contracts, and monitoring utilization through our JOC software. • Gordian is uniquely equipped to market and drive adoption of our JOC solutions to Sourcewell members across the country.	*

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Describe any performance standards or guarantees that apply to your services	Gordian's contract are performance-based and therefore do not require any guarantees or warranties to cover the risk of deficient performance. Customers only remit payment to Gordian for their actual use of the JOC system, and are not obligated to make any minimum purchase after Gordian implements the program at no cost to the member. The performance-based approach does require that Gordian track and monitor both internal and customer performance to ensure the program is optimized and the Member is obtaining the efficiencies and savings afforded by our JOC solution. Gordian uses several key performance indicators to demonstrate the value of our JOC solution, and to benchmark performance from an established baseline. These key performance indicators, which can be tracked and reported through our Gordian Cloud software, include metrics on time and cost savings, with examples of each provided below: - Total Procurement Time - Time from Project Initiation to Joint Scope Meeting - Time from Request for Price Proposal to Price Proposal Approved - Time from Price Proposal Approved to Construction Start - Final Cost Compared to Budget - Cost of Initial Price Proposal to Final Price Proposal Gordian's program analysts and program management teams ensure that these, and other internal performance metrics, are tracked and evaluated to confirm that each program is operating at a high level. When key performance indicators evidence deficient performance relative to the program goals, Gordian employs our problem-solving approach to identify the root cause of the gap, implement countermeasures, and drive performance to ensure any gaps are closed.	*
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Gordian has established customer support and customer success standards that are utilized for our JOC solutions. Gordian's Customer Support and Customer Success team members are dedicated resources for our customers when called upon for assistance. These two teams consist of 12 team members that are focuse on post-sale activities including: - On-Boarding New Customers - Training / Demos - Product Support o Product Installations o User Access o User Navigation o Defect Escalation & Tracking o Liaison Contact for Engineer Inquires o Updating Payment Information o New Requirement / Modifcations Requests for Products They can be contacted via phone at 800-874-2291 or via email at gordiansupport@gordian.com. Hours of operation are Monday – Friday 8am EST to 10PM EST. Service Level Agreements (SLA) of issue resolution are expected under 24 hours once notified and logged into our Salesforce CRM ticket tracking system. Key tracking metrics are monitored daily which include: Service Level, Abandon Rate, First Contact Resolution (FCR), Customer Effort (CES) & Agent performance.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
44	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30 from the date of invoice.	*
45	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable.	*
46	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The proposed order process consists of the direct development, revision and execution of a contract document with each Sourcewell member that procures Gordian's JOC solutions through the Sourcewell contract as each member typically requires additional terms and conditions to those contained in the Sourcewell agreement. Once the contract is executed Gordian will initiate and complete the program implementation process at no cost to the Sourcewell member. Each contract executed with a Sourcewell member that utilizes the Sourcewell contract to procure Gordian's JOC solutions will be entered and tracked in our Netsuite ERP system. Upon the issuance of a Job Order from a member Gordian will accrue the applicable revenue, which is calculated through our Netsuite system, and upon receipt of payment for each purchase, Gordian's ERP system will calculate and report all administrative fees owed to Sourcewell. Gordian will be solely responsible for the contracting, invoicing, collection and administrative fee payment process.	*
47	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	At the present time, Gordian does not accept P-card in the payment process. We are exploring adding that functionality in the future.	*

Table 11: Pricing

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
48	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Gordian employs a performance-based fee structure that does not include any upfront fees to implement a JOC program. We do not succeed unless the customer succeeds. Our fees are assessed as a percentage of the value of construction procured through the JOC system, and are dependent on the level of services provided. Our JOC Solution, which includes all of the products, services and training necessary to implement and support a client-run JOC program is provided at a fee equal to five percent (5%) of the first eight million dollars ($8,000,000) of construction procured through the JOC system, and a reduced fee of 1.95% of the value of construction procured thereafter. In consideration for the Job Order Development services set forth in the proposal, customers shall be assessed a Job Order Development fee equal to three and five hundredths percent (3.05%) of the value of construction procured utilizing these services. In the event a customer elects to utilize Job Order Development services during the procurement of the first eight million dollars ($8,000,000) of construction the 5% fee refereneced above is inclusive of the Job Order Development Fee and the fee shall not exceed 5%. In consideration for the Project Management services described in the proposal customers shall be assessed a Project Management Fee, in addition to the fees referenced above, equal to five and ninety-five hundredths percent (5.95%) of the value of construction work for which the Project Management services are provided. A detailed description of the fees and invoicing is provided in the Table 11 Pricing attachment uploaded with this proposal.	*
49	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing set forth in this proposal represents a 2% discount against standard rates based on the proposed 2% administrative fee proposed to be remitted to Sourcewell, which Gordian will remit to Sourcewell without increasing its standard rates.	*
50	Describe any quantity or volume discounts or rebate programs that you offer.	Gordian's quantity or volume discounts are not offered through cooperative contracts.	*
51	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Not applicable.	*
52	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with products purchased or services performed that are not directly identified elsewhere in Table 11. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or expense reimbursements. Identify any parties that impose such costs and their relationship to the Proposer.	All costs are included in the pricing provided with this proposal.	*
53	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable.	*
54	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
55	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
56	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All procurements by Sourcewell members require a complete contracting process that includes the incorporation of the Sourcewell contract SOW and pricing as part of the contract with each Sourcewell member. Upon execution of the contract, the customer contract information, including designation as a Sourcewell procurement, are entered into our contract management platform, SpringCM. Gordian's Netsuite accounting software and SpringCM are integrated to ensure that any customer invoices submitted to customers designated as Sourcewell procurements are tagged and administrative fees are accrued as future payables upon the receipt of payment for those invoices. This ensures that all invoices and payments from customers procuring through a Sourcewell contract are properly accounted for and full reports are provided to Sourcewell designating each payment collected from Sourcewell members. Gordian also conducts self-imposed audits intermittently to ensure that all Job Orders issued by customers procuring through Sourcewell are accounted for, and all complete projects have been marked and invoiced accordingly. Gordian prides itself on contract compliance in all phases, and we will ensure full compliance with the Sourcewell contract.	*
57	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The primary metric for measuring success through the Sourcewell contract is the number of customers designated as Sourcewell piggybacks, and the volume of construction procured through those programs over time. Gordian's performance-based fee structure ensures that we are only successful if the customer is successful, and therefore the award of a contract is only the first step in the process. In order to have a truly successful contract members must utilize the JOC program to procure construction, and Gordian in turn invoices the customers based on the volume of construction they procure. Accordingly, Gordian will closely monitor each customer to ensure construction volume is in line with, or exceeds, expectations in order to measure the success of this contract, and the JOC programs implemented pursuant to it.	*
58	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
59	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Gordian JOC Solution has helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for over three decades. This solution provides the software, data and services necessary to develop, implement and support a JOC program for owners that have the in-house resources necessary to manage their own JOC programs. The Gordian JOC Solution includes the following products, services and deliverables: Experienced Account Managers - Gordian will provide experienced account managers that are responsible for the implementation and support of the Member's JOC program. This staff will report directly to the Member and will be available to assist the client with any JOC related issues. Establish JOC Program Guidelines - Gordian will be responsible for conducting the activities necessary for establishing the structure of the Member's JOC program. Responsibilities include preparing Member specific Execution Procedures that will be used to execute the JOC program. JOC Program Documents - Gordian will be responsible for preparing the JOC program Contract and General Conditions, Bid Documents and Technical Specifications and for providing a customized Construction Task Catalog. JOC Software Applications - Gordian will be responsible for providing a license for an unlimited number of Member staff to access Gordian's web-based JOC System,	

which includes the Gordian Cloud information management software integrated with the Construction Task Catalog. The JOC System will be capable of generating the JOC documents including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. The client's standard reports and forms will be incorporated as requested.

Marketing - Gordian will be responsible for marketing the JOC program by informing internal Member staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with procurement of the JOC contracts.

Training - Gordian will be responsible for developing and conducting a comprehensive JOC training program for the Member and JOC construction contractor staff, which will include different course modules that will provide specialized training to each element of Member and JOC construction contractor staff.

Ongoing Support and Maintenance - Gordian will be responsible for providing full-time, onsite assistance during the 90-day period immediately following the award of the first Member JOC contract, and for providing comprehensive JOC follow-up support to the Member for the administration of its JOC program. Gordian will monitor the overall program and prepare any status reports required by the Member. Support services will include, but are not limited to: unlimited toll-free software and technical support; access to applicable software updates and additional functionality; updating for each new JOC construction contract the Construction Task Catalog, Technical Specifications, Contract and General Conditions and Bid Documents; providing procurement assistance for new JOC contracts; providing training for new Member and JOC contractor staff; and preparing customized forms and reports requested by the Member.

Gordian's also provides value-added services to JOC Solution customers that can be provided on a project-by-project basis, or as part of a comprehensive support package for all Job Orders issued through a Member's JOC program. We refer to the first of these as Job Order Development services. Developing the Job Order is the most critical step in the JOC process for controlling costs because this is the step where it is determined that the Member is paying for the correct quantity at the correct competitively bid price for each project. It is very important that experienced, qualified project managers develop each and every Job Order. Many of our clients have determined that they desire help with developing Job Orders and have selected our Job Order Development services. Some have chosen it because they lack staff capacity, and others because they recognize the significant value of using Gordian's experienced, qualified account managers to develop Job Orders, which includes reviewing each and every Price Proposal submitted by the JOC contractors. Whatever the reason, we are confident that these services will bring the most economic benefit to Sourcewell Members with long term cost savings. A detailed list of the tasks required to develop Job Orders is as follows:

Project Identification – When a project is identified, Gordian's account managers will work with the Member and assist with determining whether the project is appropriate for JOC.

Contractor Identification – In the event the Member has multiple JOC contractors, we will assist with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.

Joint Scope Meeting – After identification of the JOC Contractor a Gordian account manager will promptly schedule a Joint Scope Meeting at the project site to help the Member and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost effective collaborative solutions.

Develop Detailed Scope of Work – Next, the Gordian account manager will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.

Request for Price Proposal – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.

Prepare the Price Proposal – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare additional Member required information (e.g., construction schedule, list of proposed local subcontractors, etc.).

Price Proposal Review – Then, the Gordian account manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any Member required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian account manager will submit the Price Proposal and related documents to the Member.

		Issue Job Order – Once the Member approves the Price Proposal and related documents, and decides to move forward with the project, the Member simply issues a purchase order to the contractor. The Job Order Development services described above ensure the efficient, compliant and cost-effective procurement of each construction project through the JOC program. In addition, Gordian can provide Project Management support on a project-by-project basis, or as part of a "cradle-to-grave" support package for every project procured through the JOC program. Utilizing our Project Management services will enable Members to assign projects to Gordian to manage from Job Order issuance to close out. Whether due to peak volumes, staff shortages, or new strategic staff directives, our Project Management services can provide onsite experts, using our proven methods, to relieve the Members project workload. Our staff becomes the Member's staff. A detailed list of Gordian's standard Project Management services, which we can modify as necessary to meet the needs of each client, is as follows: Preconstruction – First, a Gordian project manager will conduct a pre-construction meeting with the Member representative(s), the JOC contractor and, if applicable, the architect or engineer. The project manager will coordinate and share any preconstruction information with the Member, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits. Site Visits – During construction, the Gordian project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit. Communication – The Gordian project manager will provide weekly construction status reports to the Member, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections. Supplemental Job Orders – In the event there are unforeseen conditions or the Member requests changes to the scope after the work has begun, the Gordian project manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order. Approvals – The Gordian project manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the Member's approval of the work. Final acceptance of the work will be the responsibility of the Member. Technical and code inspections will be the responsibility of the appropriate inspection agencies. Project Close-out – As the final step in the process, the Gordian project manager will enter all Job Order related information into the Gordian Cloud information management system and collect any required as-builts, warranties, etc., from the JOC contractor. Gordian's JOC solutions combine and integrate a complete set of our proprietary JOC components and expert services, uniquely customized for each individual owner to drive maximum performance. Our JOC solutions are the result of our experience, innovation, and a willingness to invest in state-of-the-art products and follow best practices. Gordian's results are unsurpassed, and have been demonstrated in many side-by-side comparisons and independent audits over the years. We are proud to propose our JOC products and services to Sourcewell and its Members. For a more detailed description of the JOC program development, implementation and support services please see the Table 14 Products and Services attachment included with the proposal.	
60	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not applicable.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
61	Development and design of a JOC or IQCC program	(•) Yes ( ) No	JOC enables facility and infrastructure owners to efficiently complete a series of projects with a single, competitively bid contract. The Job Order Contract defines the overall relationship between the owner and the contractors. Each Job Order Contract is awarded through a competitive bidding process for an indefinite quantity of construction work, typically has a term of one or more years, and features an estimated or maximum dollar value. A summary of the tasks and workflow necessary for implementing a JOC program is provided at the end of this section. We will utilize this process to develop, implement and support a JOC program customized for the Member. The overall program structure will depend on several factors including preferred bid methods, anticipated annual volume, geographic presence, software configuration and the number of JOC contracts that will be solicited and awarded.	

Our Approach uniquely crafts the four major resource areas of Data, Technology, People and Process to create the industry leading and tailored programs we build. Gordian's Construction Cost Database, the largest of its kind, will be the starting point for compiling the specific cost items for each Construction Task Catalog (also known as a unit price book). Gordian will provide unlimited access to our IMS (the "JOC Software") that is required to run a Gordian JOC program. Our JOC Software is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the Member's JOC program. It is essential to optimizing the efficiency and convenience of a Gordian JOC system. Gordian's JOC Software is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, the JOC Software can handle an unlimited number of Users, Job Orders, Construction Task Catalogs and other information. As part of the JOC System License the Member will receive with a Gordian JOC solution, they will be provided with unlimited access to the JOC Software for the term of the contract.

The Program Development process incorporates all the activities necessary to establish the structure of the Member's JOC program. While JOC is a method of procurement, it is very different from the traditional methods and many factors must be considered when organizing a JOC program. We will assist the Member in making educated decisions about the structure of its JOC program, from the minimum and maximum value of the contracts to the geographic area supported by each contract. We will not reinvent the wheel or learn as we go. We will bring with us our experience and knowledge gained from other similar facility and infrastructure owners.

To ensure a successful JOC program, the proper policies and procedures must be prepared and implemented. Our experience will enable us to develop a comprehensive set of Execution Procedures that adhere to the Member's general operating and organizational philosophies, as well as the applicable statutes governing construction procurement in the Member's jurisdiction. These Execution Procedures must incorporate all phases of the JOC process. Specific issues that must be addressed include:

- Project Initiation

How is a JOC project identified? Who approves projects for JOC? When is a JOC Project Number assigned? How is the JOC Project Number to be structured?

- Project Development

How will a preliminary Detailed Scope of Work be documented and refined? Who needs to attend the Joint Scope Meeting? What documentation will a contractor submit with the Price Proposal? Will liquidated damages apply?

- MWBE Compliance Procedures

What compliance forms will the contractor submit with each Price Proposal? Who will verify compliance? What documentation will need to be developed?

- Permit Procedures

Are permits required for a specific project? Are permit requirements different for different buildings or uses? How and when will permits be submitted? Who will verify permits? What documentation will need to be developed?

- Project Review and Approval

Who will prepare the independent estimate? What pricing source will be used to develop the independent estimate? Who will verify the estimate? What documentation will need to be developed? Who will review the contractor's Price Proposal and how? Who will approve and sign Job Orders?

- Construction Inspection and Acceptance

Who will inspect the ongoing JOC work? Who will accept the final JOC project? Who will provide quality assurance? How will submittals and shop drawings be handled? What documentation will need to be developed?

- Project Close Out Procedures

Who will certify final completion? How will the close out documentation provided by the contractor be handled? How will warranty information be filed and tracked?

- Payment Policy and Process

Who will certify final payment? What documentation needs to be submitted with a JOC payment request? What is the step by step payment process?

Our experience has given us insight into each of these issues and allows us to make proven, efficient and cost-effective recommendations. We propose to organize and manage a series of conferences and meetings with key Member staff to identify and detail specific internal Execution Procedures. Each procedural step and policy will be fully documented in written Execution Procedures for the prevention of fraud, waste and abuse. The remaining steps in the implementation process include compilation of the customized Construction Task Catalog, assistance with the procurement process, software configuration and training; each of which is covered in greater detail in the following sections of this response.

62	Identification and selection of program platform or resource materials	(•) Yes ( ) No	Gordian's JOC Solution is built on best-in-class data and software that can be tailored to fit each customer's construction needs, workflow and program processes. Gordian's Information Management System, ("IMS" or "JOC Software"), will meet and exceed all expectations. Our JOC Software is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the Member's JOC program. Gordian's JOC Software is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, the JOC Software can handle an unlimited number of Users, Job Orders, Construction Task Catalogs and other information. We will configure it's use to meet the individual needs of the Member. Gordian's JOC IMS is currently in use at more than 250 public agencies, and supports the procurement of more than $2 billion dollars of construction annually. Gordian's Construction Cost Database, the largest of its kind, will be the starting point for compiling the specific cost items for each Construction Task Catalog (also known as a unit price book). The construction cost data we provide is unmatched and provides the most comprehensive, accurate and detailed cost data availabe in the market today. When we build a new Construction Task Catalog, we start with our 380,000 task database that is continually improved and updated. As part of our ongoing support role, we produce updated Construction Task Catalogs for each JOC solicitation, which can be intended for general construction or a range of specialty work including paving, painting, electrical, plumbing, demolition and more. Gordian's dedicated construction cost data team works nonstop, year after year, to ensure our JOC clients are using the most accurate, up-to-date construction cost data available. Each construction task catalog is accompanied by a corresponding set of technical specifications, which describe the work the contractor is obligated to perform and the quality of workmanship and materials required for each construction task. Customization of the technical specifications enables Members to utilize Gordian's standard library of specifications, or incorporate a Member's own specifications in order to meet estalblished standards and policies already in place. The Construction Task Catalog and technical specifications combine to form the cost basis for bidding the JOC contracts, which may be awarded through several competitive-bidding methods including best value, or lowest responsive bidder. The bidding methodology will dictate the form of the bid documents, including the general terms and conditions of an award. Gordian has a dedicated Development & Implementation team that collectively has supported the solicitation and award of thousands of JOC contracts over the past decade, and is equipped to assist any Member in the implementation phase, regardless of the number of contracts, type of work, or bidding methodology employed. No other firm can match Gordian's ability to integrate it's commercial software and cost data with a tailored approach that fits each customer's unique needs. No matter the program platform or resource materials needed, Gordian has it covered. *

63	Performance of procurement-related processes and tasks	(•) Yes ( ) No	In addition to compiling a customized Construction Task Catalog and technical specifications, as explained in greater detail in the foregoing sections, Gordian provides comprehensive procurement support for the term of the agreement with its customers. Gordian recognizes that each client is unique and our history shows that the best JOC results are achieved when a program is tailored to fit the client's requirements. Gordian has supported the procurement of thousands of JOC contracts across the United States and understands how to ensure compliance with all applicable procurement statutes. The Contract and General Conditions are critical to the JOC process since they establish all of the contract requirements and compliance procedures. A poorly developed document can lead to bid protests and claims, and can breakdown the non-adversarial relationship that is essential to a successful JOC program. The challenge of creating these documents is that standard state and local contract language and forms must be integrated with JOC specific language and clauses. Since JOC is a different procurement process, a great deal of the contract language that has been adopted for traditional construction contracting does not apply. We will draft a full set of bid documents, including the Contract and General Conditions, and will coordinate those documents with the various departments of each Member. An essential part of any contract package is the Bid Documents. These documents need to be carefully customized for a JOC program in order to enhance competition and minimize the possibility of a bid protest. The Bid Documents need to be prepared and presented to the bidder in a manner that minimizes uncertainties. The “tighter” the Bid Documents the better the bid prices will be. Gordian will assist each Member in the preparation of all documents needed for the Member’s JOC program. A critical objective of many Job Order Contracting programs is to achieve and improve upon the participation goals for minority and female owned business enterprises. Gordian will work to ensure that appropriate goals, compliance procedures and contract language are included in the Contract Documents. Since work under JOC is identified and accomplished on a project-by-project basis rather than up front, as in traditional contracting, minority subcontracting compliance procedures, policies and forms may be integrated and included in the Contract and General Conditions. As part of our ongoing support role, Gordian will produce updated documents for each new JOC contract solicitation including the Construction Task Catalog, contracts, bid documents, and general conditions. In addition to the tasks above, Gordian will assist with external marketing and promotion of the JOC program and contract solicitations. Prior to the advertisement of the JOC contracts, Gordian will coordinate and conduct the external marketing of the JOC concept to the local contractor community. We will accomplish this portion of the program by meeting with various contractor groups, trade organizations and bonding companies, as necessary, in order to solicit support for the JOC program. Intending bidders will have many questions and concerns that must be fully addressed before they will feel comfortable in submitting a bid. A central feature of Gordian’s procurement plan for Job Order Contracting is the pre-bid seminar for intending bidders, which is conducted after the solicitation has been advertised. Since most facility owners want to attract local contractors, but often many of the local contractors are not familiar with the JOC process, it is essential that a proactive educational program occur prior to bidding. Gordian believes that the increased information exchange between the owner and the intending bidders will lead to a better understanding of the JOC program, less bid risk for the contractors and ultimately, lower bids. The first section of the pre-bid seminar focuses on explaining the overall JOC process, the number, size and types of JOC contracts being bid, and an in-depth discussion of the owner’s expectations for the JOC contractor. The second section presents information on understanding and applying the Construction Task Catalog, the costs that must be included in the Adjustment Factors, and different methods for the contractors to calculate their Adjustment Factors. Contractors are also taught how to build sample Price Proposals. This section concludes with an extensive question and answer session. If the client prefers, this seminar can be presented in two separate sessions. We will take the lead in reaching out to local contractors to inform them about JOC. We will prepare and conduct extensive pre-bid conferences that have been refined over time to secure for the Member the very best qualified contractors at a meaningful, competitive price. Gordian assists each of its customers throughout the procurement process.

64	Technology, software, application, or platform solutions	(•) Yes ( ) No	Gordian will include unlimited access to our JOC Software that is required to run a Gordian JOC program as part of our deliverables. Our JOC Software is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the Member's JOC program. It is essential to optimizing the efficiency and convenience of a Gordian JOC system. Gordian's JOC Software is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, the JOC Software can handle an unlimited number of Users, Job Orders, Construction Task Catalogs and other information. As part of the JOC System License, the Member will receive with a Gordian JOC solution, you will be provided with unlimited access to the JOC Software for the term of the contract. The JOC Software is a critical component of any JOC program, and it must be designed and configured specifically for JOC. Gordian's JOC Software was developed using 30+ years of experience in managing JOC programs, and it ensures efficiency, ease of use, and maximum control at each step in the JOC process. For instance, our JOC Software enables tracking of price proposal revisions to ensure no changes go unnoticed, locks adjustment factors and unit prices to ensure no price manipulation can occur, and can generate custom reports and forms which will enable the Member to tailor the software to its workflow, and ensure proactive management with advanced reporting capabilities. The JOC Software contains functionality that is used to track and report on Job Orders. The primary modules are for Price Proposal development and review, but others include the ability to manage budgets, contractor evaluations, invoices, logs, meetings, submittals, tracking dates and more. Gordian will work with the Member to develop the program and infrastructure procedures and administration processes necessary for success. Our implementation experts are experienced with working with information system professionals in coordinating all aspects of the system software. Members will find that our JOC Software is extremely powerful and flexible when it comes to security, integration and reporting. The JOC Software features and functionality are explained in greater detail in the Table 14 attachment included with our proposal.
65	Training, program administration, technical and contractor support, hosting, and customization services	(•) Yes ( ) No	Gordian will be responsible for providing a comprehensive JOC Master Training Program, which will include different course modules so that all elements of Member and JOC contractor staff will receive specialized training. Gordian will develop and publish all training aids and materials necessary to support the JOC training courses. The JOC Master Training Program will be modified to fit the Member's processes and procedures. Gordian's JOC Master Training Program has been fine-tuned over the last two decades and is designed to provide the maximum effectiveness and flexibility for Member staff. The training program will be comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses will stress a hands on practical application of the JOC solution selected by the Member. The training sessions will be unique to the Member and will not be "canned" sessions. This "cafeteria structure" allows us to train selected groups in only those modules of value to them. Our modular approach to JOC training eliminates wasteful duplication and lost time on the part of participants. Each module is scheduled for one to four hours and will be given as often as requested. The total number of classroom hours and extent of field training is dependent on the experience and abilities of the participants being trained. Gordian's JOC Master Training Program has been fine-tuned over the last two decades and is designed to provide the maximum effectiveness and flexibility for Member staff. The training program will be comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses will stress a hands on practical application of the JOC solution selected by Member. The training sessions will be unique to the Member and will not be "canned" sessions. This "cafeteria structure" allows us to train selected groups in only those modules of value to them. Our modular approach to JOC training eliminates wasteful duplication and lost time on the part of participants. Each module is scheduled for one to four hours and will be given as often as requested. The total number of classroom hours and extent of field training is dependent on the experience and abilities of the participants being trained. In addtion to Member staff training, Gordian will be responsible for training all JOC contractor staff on the JOC process, the JOC software, interpretation and use of the Construction Task Catalog, as well as the Job Order development process. Refresher training for new Member and JOC contractor staff is also provided at any time during the term of the contract at no additional cost. A complete overview of the training sessions provided for each JOC program implementation is included in the Table 15 attachment provided with this proposal. During the term of the contract Gordian will provide ongoing technical and administrative support in a number of areas including: • Provide the Member updated JOC Contract Documents for all new JOC contracts and JOC re bids. This support will include: updating Construction Task Catalogs and Technical Specifications; monitoring recent changes and recommending

			improvements to the Contract and General Conditions to clearly specify the requirements of the Member; further developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that the Member retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever changing needs of the Member. • Work closely with the project managers on existing contracts, to identify non prepriced tasks, price those tasks, and insert them in the next Construction Task Catalog to minimize the number of non-prepriced items. • Provide procurement and marketing support during the solicitation of new JOC contracts. This support will include preparing all necessary documents and notices, preparing and participating in all pre-bid conferences, external marketing to the local contracting community, evaluating the contractor's proposed management plan, staffing and personnel plans, and assisting new contractors during mobilization. Contract Implementation Support During the term of the contract, Gordian will provide continuing contract implementation and support services as follows: • Train Member staff to administer the JOC program. • Conduct complete training sessions on an as needed basis for new Member and JOC contractor staff in the execution of JOC and the use of the JOC Software. • Conduct periodic refresher training sessions for existing Member staff and JOC contractors in the execution of JOC and the use of the JOC Software. • Continue to develop and customize the Execution Procedures, training materials, forms and reports to facilitate the management and execution of JOC. • Work closely with Member and participating agency staff and the JOC contractors to ensure that both parties are executing JOC in accordance with the established procedures. • Assist the Member in dealing with the contractors to ensure that they have adequate and experienced staff and are meeting the terms of the contract. Software Support and Maintenance Gordian has configured, tested and is currently maintaining the JOC Software for over 700 locations. After your system is up and running effectively we will provide the following technical support services for the JOC Software using multiple communication methods to serve the Member in a convenient and efficient manner. On-Site Personnel Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in the JOC Software and can handle almost every assignment without additional assistance. Our representatives have conducted a substantial number of JOC Software training sessions and have customized some of the most challenging reports for our clients. We believe that working on-site is the best way to accomplish most tasks. Remote Access Remote access applications such as GoToMeeting, pcAnywhere and NetMeeting allow us to connect to a user's computer to analyze and correct specific problems the user is experiencing. Through a basic dial-up modem or Internet connection, our support representative can work on the user's computer as if they were sitting at the user's desk. GoToMeeting provides the same capability and works with most firewall and security settings. For those times when the on-site representative is not present, this remote access solution provides nearly all the benefits of an on-site visit and has been very successful in delivering real time solutions and support. Toll Free Support Line Calling our toll free software user support line will connect the user with an information technology specialist who will promptly assist the user concerning their immediate software questions. The support line is staffed by knowledgeable and trained personnel. The primary reason JOC programs developed and implemented by Gordian are so successful is the on-going support we provide to our clients.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
66	Describe your approach to developing, implementing, and supporting JOC or IQCC programs for governmental or educational entities.	See Table 14B. The development, implementation and support of a JOC program described therein relates to government, educational and healthcare entities.	*

67	Describe the JOC or IQCC unit pricing method(s) employed by your organization and how it is developed and maintained.	The construction cost data we provide is unmatched and provides the most comprehensive, accurate and detailed cost data available in the market today. When we build a new Construction Task Catalog, we start with our 380,000 task database that is continually improved and updated. As part of our ongoing support role, we produce updated Construction Task Catalogs for each JOC solicitation, which can be intended for general construction or a range of specialty work including paving, painting, electrical, plumbing, demolition and more. Gordian's dedicated construction cost data team works nonstop, year after year, to ensure our JOC clients are using the most accurate, up-to-date construction cost data available. The construction cost database is continuously researched through a structured, formulaic methodology that ensures accuracy and consistency across all tasks. Each line item contains national, regional or local material, labor and equipment costs, targeting the appropriate source for each. Our construction cost database is built using unmatched expertise that relies on exhaustive research coupled with decades of historical data analyzed by our team of data scientists to ensure any pricing anomalies are identified, reviewed and verified prior to publication. No firm in the world can match the level of resources we've dedicated to ensuring the accuracy and breadth of our construction cost database. During the past 30 years, our team of experienced cost estimators has prepared more than 3,000 customized Construction Task Catalogs, specifically designed for JOC programs. Gordian CTC's support over 380,000 construction tasks, with prices that are localized and time specific for each contract publishing. This work involves a team of over 50 people including cost engineers, cost researchers, data scientists, quality control experts, and data collection tool developers. The data consistency is a product of over 22,000-man hours of cost research efforts every year. Construction tasks are derived from the combination of materials, labor and equipment cost compiled together by an algorithm, that proportions each element as it is required to complete each task, and a determination of the hours of work (productivity) involved per task UOM. Data science and quality control contribute to the consistency and the segmentation of cost, to determine drivers that are statistically defendable at the local, regional or national level, utilizing 100 years of cost collection data delivery. Every year Gordian revalidates tasks (27,000 last year) to update work to today's construction standards. The results of this work produce fair and equitable, mean costs, that represent the midpoint of localized bare construction cost data (does not include overhead or profit for the prime or sub-contractors). The adjustment factor submitted should include these costs. Gordian continually enhances the breadth of our task portfolio to keep up with current construction trends and utilizes our experience with over 600 active JOC programs to provide the construction tasks that make for a successful program. As part of our ongoing support role, we will produce an updated Construction Task Catalog for each new Member JOC contract, priced to the applicable region where the work is being awarded. When we notice areas for improvement, we bring in our cost estimating and engineering team to incorporate the improvement into the very next published book using our DMAP (Database Manager and Publishing) software and its component pricing capability. As described above, Gordian has substantial resources dedicated to the continuous tracking, updating and development of construction costs. Our construction cost database is updated every day to ensure that the unit prices provided as part of each bid package are the most accurate on the market today. Updates are not an "as-needed" exercise; they are performed continuously across all markets to ensure that when updated cost data is required, it's readily available in all 930 geographic regions served by Gordian's Construction Task Catalog. No other firm can come close to matching the dedicated resources and expertise of Gordian when it comes to building an updated, accurate and flexible construction cost database. In addition to continuous updates, Gordian's account team will work with our Data and Engineering team to develop and publish any construction tasks identified as recurring non-prepriced tasks during a previous JOC contract term. We use local prevailing wages and local material and equipment costs (which we obtain directly from local subcontractors and suppliers) to price our Construction Task Catalog. That allows us to be extremely accurate. The pricing of the Construction Task Catalog will be specific for the Member and will incorporate current actual local equipment and material prices, along with local area prevailing wage rates. Gordian currently serves several agencies in metropolitan areas across the country including Los Angeles, San Francisco, Houston, Chicago, New York, Atlanta and Miami, to name just a few. As a result of this work, we are already continuously collecting, analyzing and compiling new and updated construction tasks within the city and across the United States. If any items are not already included in our database, Gordian will gladly develop them for the Member. These new tasks will be for the exact construction product or material that the Member requires for its projects including, if necessary, unique owner supplied material and equipment. Prior to the publication of any new Construction Task Catalog, Gordian can identify and provide all non-prepriced tasks approved by the Member under the previous contracts. Working directly with the Member, Gordian can create line items for recurring non-prepriced tasks which are anticipated for the new contracts. We understand that new technologies and materials are being developed every day, as these materials become available, Gordian will assist the Member with incorporating these new tasks into current and future Construction Task Catalogs.
68	Describe the JOC or IQCC program training available to participating entity staff and contractor personnel.	Program Training for all staff and contractor personnel is detailed in Table 14B.

69	Explain your method of addressing change orders within the JOC or IQCC program.	With Job Order Contracting, firm, preset prices are utilized for all work conducted by the contractor, whether that work is part of an original Job Order, or a supplemental Job Order developed after work has started. Accordingly, any unforeseen conditions or changes in the scope of the work are priced out of the Construction Task Catalog and determined by multiplying the unit price x the contractor's adjustment factor x the quantity. This means there is no project stoppage while the supplemental Job Order is developed thorugh the same process as all other Job Orders. With JOC, the contractor simply delivers the facility owner another Price Proposal, which is reviewed and revised as necessary, and the owner issues a new Job Order covering the additional work, or crediting back any reduction in the scope of work. Since every change order is priced the same as the original Price Proposal, contractors cannot use change orders to increase profit margins later in the project, and owners cannot attempt to squeeze contractors for additional work at the same price when unforeseen conditions arise. Effective construction work requires communication and collaboration between a facility owner and contractor team. With JOC, even change orders are handled through a collaborative process based on preset pricing, and do not create the same type of disruptions typically seen on traditional bid construction projects.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Company Information, Financial Strength and Stability with 2020 Annual Report.pdf - Tuesday May 04, 2021 13:08:07
- Marketing Plan/Samples - Marketing Plan with Sample 8rochure.pdf - Tuesday May 04, 2021 13:09:25
- WM8E/M8E/S8E or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - Pricing - Table 11.pdf - Tuesday May 04, 2021 13:40:27
- Upload Additional Document - Additional Documents.zip - Tuesday May 04, 2021 13:32:46

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ammon Lesher, Vice President and General Counsel, The Gordian Group, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_JOC_IQCC_Program_Mgmt_RFP_050421 Wed April 28 2021 10:44 AM	☑	1
Addendum_1_JOC_IQCC_Program_Mgmt_RFP_050421 Fri April 23 2021 03:06 PM	☑	1

ADDENDUM BY AND BETWEEN
THE GORDIAN GROUP AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD

This Addendum is by and between is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad, a general acute care teaching hospital wholly owned and operated by the County, and The Gordian Group ("Gordian").

WHEREAS, the National Joint Powers Alliance ("NJPA") is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts.

WHEREAS, NJPA released RFP #050421 for Indefinite Quantity Construction Contracting Systems and Related Services on May 4, 2021; and

WHEREAS, Gordian was awarded NJPA Contract #050421-GGI ("NJPA Contract"), effective June 24, 2021, as a responsive Proposer to RFP #050421; and

WHEREAS, the County of Monterey is a member of NJPA and as such, and as per the terms of the RFP #050421 which allows all public agencies within the U.S. to procure off of the contract awarded from RFP #050421, Natividad intends to procure such services from Gordian piggybacking off the NJPA Contract; and

WHEREAS, COUNTY and Gordian agree to additional terms and conditions relevant specifically to work for Natividad as defined herein this Addendum.

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

1. COUNTY and Gordian agree that Gordian shall provide administrative services for the County's Job Order Contracting (JOC) program for Natividad, assuming the obligations set forth within EXHIBIT A DESCRIPTION OF SERVICES/PAYMENT PROVISIONS attached to this Addendum.

2. Gordian agrees to adhere the following insurance requirements:

a. Evidence of Coverage:
Prior to commencement of this Agreement, Gordian 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, Gordian upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Natividad's Contracts/Purchasing Department, unless otherwise directed. GORDIAN shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and Natividad has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of Gordian.

b. 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 Natividad's Contracts/Purchasing Director.

c. Insurance Coverage Requirements: Without limiting Gordian's duty to indemnify, Gordian 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.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

Workers' Compensation Insurance, If Gordian 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, Gordian shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

d. Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to Natividad 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 Gordian completes its performance of services under this Agreement.

Each liability policy shall provide that Natividad 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 Gordian 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 insureds with respect to liability arising out of the Gordian'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 Gordian's insurance. The required endorsement from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the COUNTY, Gordian shall file certificates of insurance with Natividad's Contracts/Purchasing Department, showing that Gordian has in effect the insurance required by this Agreement. Gordian 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.

Gordian 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 Natividad, annual certificates to Natividad's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Natividad shall notify Gordian and Gordian shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Gordian to maintain such insurance is a default of this Agreement, which entitles the County of Monterey on behalf of Natividad, at its sole discretion, to terminate the Agreement immediately.

2. COUNTY and Gordian agree to the following Indemnification clause:

   a. Gordian shall indemnify, defend, and hold harmless the County of Monterey, including Natividad (hereinafter County), its officers, agents and employees from any and all claims, liability 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 Gordian's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "Gordian's performance" includes Gordian's action or inaction and the action or inaction of Gordian's officers, employees, agents and subcontractors.

3. COUNTY agrees to the terms and conditions stated within EXHIBIT B JOC SYSTEM LICENSE attached hereto this Addendum.

4. This Addendum shall be effective retroactive to September 16, 2021.

5. COUNTY and Gordian agree that services shall be rendered during the term of the NJPA Contract only which is between September 16, 2021 through June 25, 2025 with an option for NJPA and Gordian to extend for one additional year.

6. The total amount for services described herein shall not exceed $100,000.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum on the basis set forth in this document and have executed this Addendum on the day and year set forth herein.

Natividad Medical Center	**The Gordian Group**
Dr. Charles R. Harris Charles R. Harris, Interim CEO	 Signature of Chair, President or Vice-President
8/26/21 Date	Ammon T. Lesher, Vice President Printed Name and Title
	8/9/21 Date
Approved as to Legal Provisions: Stacy L. Saetta Monterey County Deputy County Counsel Senior Deputy County Counsel 8/24/2021	James Mackerer Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Date	James Mackerer, CFO Printed Name and Title
Approved as to Fiscal provisions: Gary Gibonsey	8/9/21 Date
Monterey County Chief-Deputy Auditor-Controller	Signature Instructions
8-24-2021 Date	For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

EXHIBIT A TO ADDENDUM - DESCRIPTION OF SERVICES/PAYMENT PROVISIONS

A.1 JOC Complete Solution®

The JOC Complete Solution is a turnkey procurement approach that tailors Job Order Contracting components to form a unique, comprehensive and high-performing "complete" JOC program. The JOC Complete Solution includes all of the products and services provided by the Gordian JOC Solution and, **in addition, Gordian will provide account managers to assist with developing Job Orders from project identification to issuing the Job Order.**

Developing the Job Order is the most critical step in the JOC process for controlling costs because this is the step where it is determined that Natividad is paying for the correct quantity at the correct competitively bid price for each project. It is very important that experienced, qualified project managers develop each and every Job Order. The JOC Complete Solution will bring the most economic benefit to Natividad with long term cost savings. A detailed list of the steps required to develop each Job Order are as follows:

a. **Project Identification** – When a project is identified, Gordian's account managers shall work with the County and assist with determining whether the project is appropriate for JOC.

b. **Contractor Identification** – In the event the County has multiple JOC contractors, we will assist Natividad with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.

c. **Joint Scope Meeting** – After identification of the JOC Contractor a Gordian account manager shall promptly schedule a Joint Scope Meeting at the project site to help Natividad and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.

d. **Develop Detailed Scope of Work –** Next, the Gordian account manager shall assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. Gordian shall also assist with resolving issues when project plans and actual conditions vary.

e. **Request for Price Proposal –** After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager shall send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.

f. **Prepare the Price Proposal –** Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare additional Natividad required information (e.g., construction schedule, list of proposed local subcontractors, etc.).

g. **Price Proposal Review –** Then, the Gordian account manager shall review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and shall ask

the JOC contractor to make any required changes. Gordian shall also obtain and review any Natividad required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian account manager shall submit the Price Proposal and related documents to Natividad.

h. Issue Job Order – Once Natividad is 100% satisfied with the Price Proposal and related documents, and decides to move forward with the project, Natividad simply issues a purchase order to the contractor.

i. Construction Management – During construction, Natividad's project managers will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or Natividad desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

A1.1 JOC Complete Solution® FEES

The License Fees for the JOC Complete Solution consist of a client paid license fee ("Natividad License Fee") and Job Order Development Fee paid by Natividad, and a contractor paid license fee ("Contractor License Fee") paid by the JOC contractor as follows:

Nativdad License Fee:	**1.95% of the value of the work ordered; and**
Job Order Development Fee:	**3.05% of the value of the work ordered; and**
Contractor License Fee:	**1.00% of the value of the work ordered.**

(Totals (6%) of the value of the work ordered)

JOC Complete Solution Fees are payable when a Job Order is issued to the JOC contractor. Natividad License Fee and Job Order Development Fee will be payable upon the issuance of a Job Order, purchase order, or similar purchasing document to the JOC contractor by Natividad. The Contractor License Fee shall be invoiced to the JOC contractor and is not a cost assessed to Natividad. JOC Complete Solution services can be provided as part of a comprehensive JOC solution, or can be provided on a project-by-project basis, with the Job Order Development Fee being assessed only when these services are requested by Natividad.

A.2 JOC Complete Solution *Plus* (Construction Management Services)- Gordian agrees to provide its JOC Complete Solution *Plus*™ services on a project-by- project basis through its contract with the National Joint Powers Alliance. Utilizing our JOC Complete Solution Plus services option which includes **construction management services will allow Natividad to manage Job Orders from Job Order issuance to Job Order close-out**. Whether due to peak volumes, staff shortages, or new strategic staff directives, Gordian's JOC Complete Solution *Plus* services shall provide on-site construction management experts, using Gordian's proven methods, to carry out day-to-day JOC operations and relieve Natividad's project workload burden. A detailed list of Gordian's standard construction management services, which we modify as necessary to meet the needs of Natividad, is as follows:

a. **Preconstruction** – First, a Gordian construction manager shall conduct a pre-construction meeting with Natividad representative(s), the JOC contractor and, if applicable, the architect or engineer. The construction manager will coordinate and share any preconstruction information with Natividad, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.

b. Site Visit – During construction, the Gordian construction manager shall monitor the JOC contractor's work in- progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit

c. **Communicate** – The Gordian construction manager shall provide weekly construction status reports to the County, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.

d. **Supplemental Job Orders** – In the event there are unforeseen conditions or Natividad requests changes to the scope after the work has begun, the Gordian construction manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.

e. **Approvals** – The Gordian construction manager shall review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain Natividad's approval of the work. Final acceptance of the work will be the responsibility of Natividad. Technical and code inspections will be the responsibility of the appropriate inspection agencies.

f. **Project Close-out** – As the final step in the process, the Gordian construction manager shall enter all Job Order related information into the eGordian® information management system and collect any required as-builts, warranties, etc., from the JOC contractor.

A2.1 JOC Complete Solution *Plus*™ FEES

Gordian's fee to provide the JOC Complete Solution *Plus* level of services consists of the Construction Management Fee below, in addition to the fees set forth above:

Construction Management Fee: Five and ninety-five hundredths percent (5.95%) of the value of the work ordered.

The Construction Management Fee is payable when construction of the Job Order has been completed and accepted by the County, and will only apply when the JOC Complete Solution *Plus* services are requested by the County on a project- by-project basis. The JOC Complete

Solution *Plus* services can be provided on a project-by-project basis, at the County's discretion.

A3 JOC System License

Gordian's JOC solutions are subject to Goridna's standard JOC System License. A copy of the JOC System License is attached to this Addendum as EXHIBIT B.

A4 REPORTS

Gordian shall submit written reports as requested by Natividad. Format for the content of such reports shall be determined by Natividad. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

A5 Natividad LIAISON

In performing the services described herein, Gordian's liaison with Natividad will be:

Natividad Medical Center
Brian Griffin, Project Manager
1441 Constitution Blvd
Salinas, CA 93906
Phone: 831-783-2605
Email: GriffinB@natividad.com

B1 OTHER PAYMENT PROVISIONS:

a. No charges shall be incurred under this Addendum nor shall any payments become due to Gordian until reports, services, or both required as per this Addendum are received from Gordian and approved by Natividad as being in accordance with this Addendum. In no event shall Natividad be liable for interest or late charges for any late payments.

b. Gordian shall submit invoices once monthly at the completion of services and not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by Gordian for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad 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.

c. Unless approved otherwise by the Natividad, Gordian shall, within three (3) days after receipt of payment by Natividad specified in this Exhibit pay to all of its immediate subcontractors (or their respective assignees) the amounts to which they are entitled, after deducting any prior payments and any amounts due and payable to the Gordian by those subcontractors.

d. Such invoices shall be at a minimum, (i) mechanically accurate, (ii) substantially and properly supported with supporting documents and (iii) in compliance with Gordian's and subcontractors' generally accepted accounting principles.

e. Natividad reserves the right to withhold payment(s) otherwise due Gordian in the event of Gordian's material non-compliance with any of the provisions of this Addendum and may continue the withholding until Gordian has provided evidence of compliance which is acceptable to Natividad.

f. Natividad and Gordian agree that there shall be no travel nor expense reimbursement.

JOC SYSTEM LICENSE

The Gordian Group, Inc. (“Gordian”) hereby grants to the County of Monterey (hereinafter, County), and the County hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian’s Job Order Contracting System and other related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of operating the County Resource Management Agency’s (hereinafter, RMA) Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, Gordian's PROGEN® and/or eGordian® applications and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and the County shall return to Gordian all Proprietary Information in the County’s possession.

The County acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The County further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the County, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by the County in a form accessible by a standard database program, such as Microsoft® Access®.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by the County, provided the JOC contractor agrees to pay Gordian’s contractor license fee in effect when the County awards the contract and provided the County includes licensing language in the JOC contract similar in form to this JOC System License.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by the County, this JOC System License shall take precedence.

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In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by the County, this JOC System License shall take precedence.

Introduced: 7/11/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:

It is recommended the Board of Supervisors:

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.

SUMMARY/DISCUSSION:

Approximately 52% of the patient population at Natividad identifies themselves as Limited English Proficient (LEP). The Joint Commission, the agency that accredits Natividad, has standards that require effective communication for LEP patients by using competent, qualified interpreters. The California and Federal laws that regulate equal access to all patients, including Title VI of the Civil Rights Act of 1964, prohibit discrimination based on race, color, or national origin and require that healthcare be delivered with effective communication for non-English speakers. Interpretation services help Natividad reduce liability for medical errors due to a communication breakdown and improve healthcare quality.

Natividad utilizes a three-pronged approach to meet the language needs of patients: in-person interpreting by Natividad Medical Interpreters, dual-role bilingual staff, and video interpreting and over-the-phone interpreting. Propio provides on-demand, video, and over-the-phone interpretation services to Natividad's healthcare providers, allowing communication with patients in a safe, secure, and professional environment. The service is available 24/7 in 300 languages and serves as a safety net to Natividad's healthcare providers when all other resources have been exhausted.

Natividad wishes to amend the Agreement to continue to provide interpretation services described above without interruption through June 30, 2027. The annual expenditures are contingent upon patient volume and the needs of individual patients. We continue to see an increase in requests for services month over month, and staff have come to depend on this service as a safety net when in-person interpreters are unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment no. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. This amendment no. 2 has also been reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on July 11, 2025.

FINANCING:

The cost for this agreement is $220,000 of which $220,000 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from Natividad's Enterprise Fund 451-9600-6613.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Supporting the continuation of this agreement will allow Natividad to continue to provide quality health care and to provide effective communication between our limited English-speaking patients, their families and providers.

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

Prepared by: Janine Bouyea, Hospital Assistant Administrator, 783-2701
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Propio LS, LLC Amendment No. 2
Propio LS, LLC Amendment No. 1
Propio LS, LLC Agreement

Attachments on file with the Clerk of the Board

Introduced: 7/11/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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SUMMARY/DISCUSSION:

Approximately 52% of the patient population at Natividad identifies themselves as Limited English Proficient (LEP). The Joint Commission, the agency that accredits Natividad, has standards that require effective communication for LEP patients by using competent, qualified interpreters. The California and Federal laws that regulate equal access to all patients, including Title VI of the Civil Rights Act of 1964, prohibit discrimination based on race, color, or national origin and require that healthcare be delivered with effective communication for non-English speakers. Interpretation services help Natividad reduce liability for medical errors due to a communication breakdown and improve healthcare quality.

Natividad utilizes a three-pronged approach to meet the language needs of patients: in-person interpreting by Natividad Medical Interpreters, dual-role bilingual staff, and video interpreting and over-the-phone interpreting. Propio provides on-demand, video, and over-the-phone interpretation services to Natividad's healthcare providers, allowing communication with patients in a safe, secure, and professional environment. The service is available 24/7 in 300 languages and serves as a safety net to Natividad's healthcare providers when all other resources have been exhausted.

Natividad wishes to amend the Agreement to continue to provide interpretation services described above without interruption through June 30, 2027. The annual expenditures are contingent upon patient volume and the needs of individual patients. We continue to see an increase in requests for services month over month, and staff have come to depend on this service as a safety net when in-person interpreters are unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment no. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. This amendment no. 2 has also been reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on July 11, 2025.

FINANCING:

The cost for this agreement is $220,000 of which $220,000 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from Natividad's Enterprise Fund 451-9600-6613.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Supporting the continuation of this agreement will allow Natividad to continue to provide quality health care and to provide effective communication between our limited English-speaking patients, their families and providers.

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

Prepared by: Janine Bouyea, Hospital Assistant Administrator, 783-2701
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Propio LS, LLC Amendment No. 2
Propio LS, LLC Amendment No. 1
Propio LS, LLC Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 039F8C94-1E21-490A-93B8-D537DB698518

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN PROPIO LS, LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
OVER THE PHONE (OPI), VIDEO REMOTE INTERPRETER (VRI) AND LANGUAGE ASSESSMENT SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on January 1, 2024 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Propio LS, LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for on-demand over the phone interpretation services with a term January 1, 2024 through June 30, 2024 and a total Agreement amount not to exceed $30,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on February 22, 2024 via Amendment No. 1 to extend the term for an additional two year period through June 30, 2026 with additions to the scope of work and to add an additional $100,000 for added services, thereby increasing the total Agreement amount to $130,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through June 30, 2027 for a revised full agreement term of January 1, 2024 through June 30 2027 to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" with a $220,00 increase for a revised total Agreement amount not to exceed $350,000.

AGREEMENT

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

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

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $350,000."

2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from January 1, 2024 through June 30, 2027 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
~~**Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1**~~

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Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2."

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

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

6. This Amendment No. 2 shall be effective July 1, 2025

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 6/26/2025 | 6:15 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
F79EE64E57454E6...
Monterey County Deputy Auditor/Controller

Date: 6/27/2025 | 10:09 AM PDT

CONTRACTOR

Propio LS, LLC
CONTRACTOR's Business Name
See instructions below

By: Joe Samoszenko
Joe Samoszenko (Jun 16, 2025 11:11 CDT)
(Signature of: Chair, President, or Vice-President)

Joe Samoszenko, President
Name and Title

Date: 06/16/2025

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

Christopher Pesce
Name and Title

Date: 06/05/2025

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

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Exhibit A-2: Revised Services/Payment Provisions As Per Amendment No.2

I. Description of All Services to be Render by CONTRACTOR:

1. ON-DEMAND OVER-THE-PHONE INTERPRETATION
   a. CONTRACTOR provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.
   b. Connect time is considered to begin from the instant the language and client account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. CONTRACTOR connects participants with a first in queue process.
   c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.
   d. Each call placed internationally will incur an additional charge.

2. SCHEDULED OVER-THE-PHONE INTERPRETATION
   a. COUNTY may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time--whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.
   b. Service requests should be placed a minimum of 24 hours in advance.
   c. Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

3. ON-DEMAND VIDEO INTERPRETATION
   a. On-demand video interpretation is performed on the Propio One platform.
   b. Connect time is considered to begin from the instant the language and client account number is identified to the time an interpreter accepts the call to begin the service request. Propio connects participants on a first in queue process.
   c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

4. Service Description for WorkforceOS: Interpreter Management Platform. Client can manage its on-site interpretation needs using WorkforceOS. WorkforceOS allows Client to manage interpreter profiles, track and manage interpreter compliance, administer interpreter scheduling, and provide data for invoicing. Clients may use WorkforceOS to manage their own interpreters, third party interpreters, or both, and prioritize inbound calls to route to Client's interpreters.

Client shall have access to WorkforceOS for the duration of the Agreement. There are no

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limitations on the number of users, personnel records, or data storage consumed by Client. Client's dedicated WorkforceOS environment is accessible as a cloud application via Internet browser or using the mobile application.

2. WorkforceOS Fees. The monthly fee for WorkforceOS has been waived, and in lieu of the monthly fee, the new on-demand rates reflected below will be used for Client. Additionally, clients may use WorkforceOS to deliver their own or a third party's interpretation services for $0.10 per minute.

3. Scope.

1. Assessment for interpreters:
    a. Skills Assessment (ISA)
        i. Live test
        ii. Consecutive mode
        iii. Skills and ethics
        iv. Protocols
        v. Medical vocabulary
        vi. ILR interpreter performance rating
    b. Language Proficiency Test (LPT)
        i. Video recorded test
        ii. One test per language
        iii. ILR Scores
        iv. Candidate's picture on certificate (when available)
    c. Medical Terminology Comprehension Test (MTC)
        i. Online test
        ii. Included but not limited to child health, immunizations, sexually transmitted infections, prenatal/birth control, and covid related testing/vaccines
2. Assessment for translators:
    a. Translation Test
    b. Accuracy
    c. Grammatical correctness
    d. Consistency
    e. Following instructions
    f. Usage of proper terminology
    g. Domain knowledge
    h. Spelling
    i. Punctuation
    j. Readability
3. Administered by specifically trained and experienced interpreters and linguists, who have:
    a. Undergone intensive training in test delivery and rating.
    b. Have rich variety of professional qualifications, backed by years of experience in the interpreting and translation field.

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1. **Schedule**:

1. The following information should be provided to Propio in writing with a minimum 72-hour notice to pre-schedule the assessment. Propio will work to accommodate requested date and time but commit to completing the assessment within 72-hour business hours.
    a. Requested date and start time for assessment
    b. Candidate's full name and email address
    c. List of language/s to be tested
    d. Target industry (healthcare, legal, education, etc.)

2. Assessment results provided within 72 business hours of completion.
    a. Overall score
    b. Performance feedback

II. Pricing/Fees:

Workforce OS Interpreter Scheduling Software	Unlimited
Implementation	$0.00
Admin Users (up to)	Unlimited
Workforce Users (up to)	Unlimited
User Fee	$0.00
Software Fee	0.00
Total Monthly Charge	$0.00

REMOTE INTERPRETATION FEES

Over-the-Phone Interpretation to English	
Spanish	$0.45/minute
Non-Spanish	$0.77/minute
On-Demand Video Interpretation to English	
Spanish	$0.78/minute
Non-Spanish	$0.78/minute
American Sign Language (ASL)	$1.29/minute
3rd Party Dial Out Fee	
All Spoken Languages	$0.99/call

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LANGUAGE PROFICIENCY TEST FEES

ASSESSMENT AND TESTING	Cost	Units	Total Cost
INTERPRETATION			
Skills – Interpreter Skills Assessment (ISA) – Includes LPT	$100	1	$100
Language – Language Proficiency Test – Per language	$50	1	$50
Knowledge – Medical Terminology Comprehension (MTC)	$100	1	$100
TRANSLATION			
Translation Test (English<>non-English)	$150	1	$150
* Fees for assessments and testing are non-refundable.			

- 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.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, 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.

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AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN PROPIO LS, LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
OVER THE PHONE (OPI), VIDEO REMOTE INTERPRETER (VRI) AND LANGUAGE ASSESSMENT SERVICES

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 1, 2024 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Propio LS, LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for On-demand Over the Phone Interpretation Services with a term January 1, 2024 through June 30, 2024 and a total Agreement amount not to exceed $30,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement effective March 1, 2024 to extend the term for an additional two (2) year period through June 30, 2026 for a revised full Agreement term of January 1, 2024 through June 30, 2026 to allow for services to continue with additions to the original scope of services/payment provisions attached hereto as "Exhibit A-1 per Amendment No. 1" with a $100,000 increase to the amount payable for the added services for a total Agreement amount not to exceed $130,000.

AGREEMENT

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

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

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $130,000."

2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from January 1, 2024 through June 30, 2026 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   ~~**Exhibit A: Scope of Services/Payment Provisions**~~
   Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1."

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

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5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective March 1, 2024.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
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Charles R. Harris, CEO

Date: 2/22/2024 | 5:32 PM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 2/22/2024 | 11:49 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 2/22/2024 | 1:50 PM PST

CONTRACTOR

Propio LS, LLC
CONTRACTOR's Business Name
See instructions below

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

Marco Assis CEO
Name and Title

Date: 02 / 15 / 2024

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

Marco Assis CEO
Name and Title

Date: 02 / 15 / 2024

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

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Exhibit A-1: Revised Scope of Services/Payment Provisions As Per Amendment No.1

Effective March 1, 2024

I. Description of All Services to be Render by CONTRACTOR:

1. ON-DEMAND OVER-THE-PHONE INTERPRETATION
   a. CONTRACTOR provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.
   b. Connect time is considered to begin from the instant the language and client account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. CONTRACTOR connects participants with a first in queue process.
   c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.
   d. Each call placed internationally will incur an additional charge.

2. SCHEDULED OVER-THE-PHONE INTERPRETATION
   a. COUNTY may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time--whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.
   b. Service requests should be placed a minimum of 24 hours in advance.
   c. Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

3. ON-DEMAND VIDEO INTERPRETATION
   a. On-demand video interpretation is performed on the Propio One platform.
   b. Connect time is considered to begin from the instant the language and client account number is identified to the time an interpreter accepts the call to begin the service request. Propio connects participants on a first in queue process.
   c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

4. LANGUAGE PROFICIENCY TESTING(LPT)

   Language Proficiency Test for the requested language and rated on the Interagency Language Roundtable (ILR) scale. The test measures the fluency and familiarity with the tested language. A certificate with a score and proficiency explanation will be issued.

   LPT Prep: No special preparation is required for this assessment since there are no right or wrong answers. Our Team will not grade the content of your answers, only the way you use the language.

   - Total amount of questions: 10
   - Test length: 30 minutes approx.

   Propio offers two different assessment modalities:

   Live LPT (Spanish & English Only) – Candidates and/or requesting agencies receive an email

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invitation with the assessment's name and a Calendly link for them to self-schedule the test. The test is conducted via Teams and proctored by an evaluator (Microphone and Camera are required).

We brief candidates on how the test will be conducted. This includes camera requirements (always on), how the test is being recorded, length of the assessment, required length for each response and type of questions being asked (open-ended).

Virtual LPT – Candidates and/or requesting agencies receive an email invitation with the assessment´s name and a *Hireflix link for them to take the test. Since it is a pre-recorded test, it can be taken anytime. (Microphone and Camera are required)

The email invitation includes a description of what the test consists of and states how each response/rendition is recorded; therefore, their cameras must be always on. The candidate is also advised how much time they have to complete the test and the recommended environment to take it. In addition to these instructions, the first video they see before starting the test goes over each of these again and provides other important instructions.

*Hireflix is the test site/app used for virtual assessments.

5. MEDICAL TERMINOLOGY ASSESSMENT(MTA)

Proctored online test to measure medical terminology knowledge in both working languages that include multiple choice, true or false, select the correct answer and match.

Now available for English/Spanish (more to come).

Who administers the assessments?

Specially trained and experienced interpreters, who have undergone intensive training in test delivery and rating. These evaluators have a rich variety of professional qualifications, backed by years of experience in the interpreting field.

Languages Available for Testing LPT:

Amharic	Cape Verdean	Karen	Pashto	Swahili
Arabic	Catalan	Khmer	Polish	Tigrinya
Armenian	Dari	Kinyarwanda	Portuguese	Ukrainian
Bengali	Farsi	Korean	Punjabi	Urdu
Bosnian	French	Mandarin	Romanian	Vietnamese
Burmese	Haitian Creole	Marshallese	Russian	
Cambodian	Hindi	Moldovan	Somali	
Cantonese	Hmong	Nepali	Spanish	

TESTING POLICIES

A candidate can reschedule the appointment at any time before the time of the test with no penalty.

Cancellations made 2 hours or less before the scheduled time will be subject to a rebooking fee of $50.

Cancellations made sooner than 2 hours before a scheduled test will be processed without penalty.

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No-Shows will be invoiced for the full fee of the test.

Candidates with suspicion of cheating will be disqualified and a full fee will be charged.

II. Pricing/Fees:

On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	$.50	Per minute
Non-Spanish*	$.77	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages	N/A	Per minute (in addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	$.78	Per minute
Non-Spanish*	$.78	Per minute
American Sign Language (ASL)	$1.29	Per minute

ASSESMENT AND TESTING	COST	
INTERPRETATION		
Language – Language Proficiency Test	$50	Per Language
Language – Medical Terminology Assessment (MTA)*	$100	Per Test
*Available English/Spanish (More to be added)		

- 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.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, 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.

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Natividad MEDICAL CENTER

County of Monterey Agreement for Services
(Not to Exceed $200,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center, an acute care hospital ("COUNTY"), and Propio LS, LLC hereinafter "CONTRACTOR (collectively, COUNTY and CONTRACTOR are referred to as the "Parties.").

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

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in conformity with the terms of the Agreement. The services are generally described as follows: On-Demand phone interpretation services.

PAYMENTS BY COUNTY; COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $30,000.

TERM OF AGREEMENT; the term of this Agreement is from January 1, 2024 through June 30, 2024 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.

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.

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

Exhibit A: Scope of Services/Payment Provisions

1. PERFORMANCE STANDARDS:

1.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of COUNTY, or immediate family of an employee of COUNTY.

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

1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or

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supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

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

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

2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

3. TERMINATION:

3.1. During the term of this Agreement, 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.

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

4. INDEMNIFICATION:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY (hereinafter "COUNTY"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The CONTRACTOR shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

5. INSURANCE:

5.1. Evidence of Coverage:

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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 Natividad's Contracts 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 COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.

5.3. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.7. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California

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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.

6. Other Insurance Requirements:

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

6.2. Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance**.

6.4. Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts Department, showing that CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to Natividad's Contracts Department. 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 the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from 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

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of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

7.2. 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.

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

7.4. Access to and Audit of Records: 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 or $10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of 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.

8. Royalties and Inventions: COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.

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

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

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

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Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY and CONTRACTOR's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: Propio LS, LLC Attn: Address: 10801 Mastin St Suite 580 City, State, Zip: Overland Park, KS, 66210 FAX: Email: jhensley@propio-ls.com

MISCELLANEOUS PROVISIONS:

13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the Contractor.

13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by 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.

13.4 Contractor. The term "Contractor" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of 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.

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13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

13.13 Construction of Agreement. 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.

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

13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between 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 COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.

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

Signature Page to follow

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COUNTY OF MONTEREY, FOR THE PROVISION OF SERVICES FOR NATIVIDAD MEDICAL CENTER

By: DocuSigned by: Charles Harris 4E1F837D204E481...
Charles R. Harris, CEO Natividad

Date: 12/14/2023 | 9:53 AM PST

APPROVED AS TO LEGAL PROVISIONS

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 12/13/2023 | 5:07 PM PST

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 12/14/2023 | 9:05 AM PST

CONTRACTOR

Propio LS, LLC
Contractor's Business Name*** (see instructions)

Marco Assis
Signature of Chair, President, or Vice-President

Marco Assis CEO
Name and Title

Date: 12 / 11 / 2023

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

Name and Title

Date: _____

***__Instructions:__

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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Exhibit A:
Scope of Services/ Payment Provisions

I. Description of All Services to be Render by CONTRACTOR:

1. ON-DEMAND OVER-THE-PHONE INTERPRETATION
   a. CONTRACTOR provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.
   b. Connect time is considered to begin from the instant the language and client account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. CONTRACTOR connects participants with a first in queue process.
   c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.
   d. Each call placed internationally will incur an additional charge.

2. SCHEDULED OVER-THE-PHONE INTERPRETATION
   a. COUNTY may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time--whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.
   b. Service requests should be placed a minimum of 24 hours in advance.
   c. Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

II. Pricing/Fees:

On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	$.52	Per minute
Non-Spanish*	$.77	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages	N/A	Per minute (in addition to stated standard rate)

- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not inexcess of those charged any other client for the same services performed by the same individuals.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, 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.

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Introduced: 7/14/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:

It is recommended the Board of Supervisors:

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.

SUMMARY/DISCUSSION:

In order to find highly qualified temporary physicians and other locum tenens, such as advanced practitioners, who match the position we are trying to cover and are available on sometimes very short notice, it is necessary to contract with multiple locum tenens agencies to provide referral of locum tenens physicians.

Locum tenens are physicians who temporarily take the place of physicians during periods when physicians (employed or contracted) are not available (e.g., vacation; illness; continuing medical education; etc.).

Due to multiple factors, including physician shortages in certain hard to fill specialties, NMC is experiencing a high utilization of locum tenens physicians and wishes to amend the agreements to add funds ensuring temporary physicians are available if needed to provide the patient care services critical to NMC's operation without interruption.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this Amendment No. 6 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The Amendment No. 6 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on July 11, 2025.

FINANCING:

The cost for this Amendment No. 6 is $1,400,000 of which $1,400,000 is included in the FY 2025-26 Adopted Budget. Funding will be provided from NMC's Enterprise Fund 451-9600-6613.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement are required for Level II Trauma Centers and provide NMC with the additional support it needs in order to deliver reliable and high-quality patient care which improves the health and quality of life for patients and their families.

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

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783-2506
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Locumtenens.com, LLC. Amendment No. 6
Locumtenens.com, LLC. Amendment No. 5
Locumtenens.com, LLC. Amendment No. 4
Locumtenens.com, LLC. Amendment No. 3
Locumtenens.com, LLC. Amendment No. 2
Locumtenens.com, LLC. Amendment No. 1
Locumtenens.com, LLC. Agreement

Attachments on file with the Clerk of the Board

Introduced: 7/14/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

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OTHER AGENCY INVOLVEMENT:

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

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783-2506
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

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Locumtenens.com, LLC. Amendment No. 2
Locumtenens.com, LLC. Amendment No. 1
Locumtenens.com, LLC. Agreement

Attachments on file with the Clerk of the Board

AMENDMENT NO. 6
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 6 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, the Parties amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, the Parties amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, the Parties amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, the Parties amended the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 with no changes to the term (August 26, 2022 through August 25, 2025), to allow for services to continue with no additions to the scope of work or the locum tenens rates, and with a $2,000,000 increase to the amount payable for a revised total agreement amount not-to-exceed $9,000,000; and

WHEREAS, the Parties currently wish to amended the Agreement to extend the term through December 31, 2026 (August 26, 2025 through December 31, 2026) for a revised agreement term of August 26, 2022 through December 31, 2025, to allow for services to continue with no additions to the scope of work or locum tenens rates, and with a $1,400,000 increase to the amount payable for a revised total agreement amount not-to-exceed $10,400,000.

AGREEMENT

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

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 incorporated herein by this reference, except as specifically set forth below.

1. The second sentence in paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
   "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $10,400,000."

2. The paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from August 8, 2022 through December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement."

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

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

5. This Amendment No. 6 shall be effective when signed by the Parties.

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

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

Amelia Vietri, Senio Vice President
Name and Title

Date: 7/18/2025

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

_____
Name and Title

Date: _____

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16146 ; Amendment No.: 5
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-16146) with Locumtenens.com, LLC for recruitment and assignment of physicians services, with no change to the term (August 26, 2022 through August 25, 2025) adding $2,000,000 for a revised total agreement amount not to exceed $9,000,000.

PASSED AND ADOPTED on this 3rd day of December 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 December 3, 2024.

Dated: December 9, 2024
File ID: A 24-543
Agenda Item No.: 48

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

Vicente Ramirez, Deputy

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amended the Agreement via Amendment No. 5 with no changes to the term (August 26, 2022 through August 25, 2025), to allow for services to continue with no additions to the scope of work or billing rates, and with an 2,000,000 increase to the amount payable for a revised total agreement amount not-to-exceed $9,000,000 ;

AGREEMENT

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

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

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

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in ' The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $9,000,000."

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

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

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

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 12/16/2024 | 11:43 AM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 11/14/2024 | 10:40 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E65787545 4AE...
Monterey County Deputy Auditor/Controller

Date: 11/14/2024 | 4:33 PM PST

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

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

Amelia Vietri, Senior Vice President
Name and Title

Date: 11/11/2024

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

_____
Name and Title

Date: _____

DocuSign Envelope ID: 9DA0ABB6-4B78-494C-AF7F-F03810D09C87

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-16146 ; Amendment No.: 4
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-16146) with Locumtenens.com, LLC for recruitment and assignment of physicians services, extending the agreement an additional one(1) year period (August 26, 2024 through August 25, 2025) for a revised full agreement term of August 26, 2022 through August 25, 2025, and adding $4,300,000 for a revised total agreement amount not to exceed $7,000,000.

PASSED AND ADOPTED on this 26th day of March 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 March 26, 2024.

Dated: April 2, 2024
File ID: A 24-116
Agenda Item No.: 28

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: 9DA0ABB6-4B78-494C-AF7F-F03810D09C87

AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000.

AGREEMENT

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

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

DocuSign Envelope ID: 9DA0ABB6-4B78-494C-AF7F-F03810D09C87

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in 'Exhibit A-4: Additional Services/Payment Provisions as per Amendment No. 4' attached hereto this Amendment No. 4.
   The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $7,000,000."

2. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   ~~**Exhibit A: Scope of Services/Payment Provisions**~~
   Exhibit A-1: Revised Scope of Services/Payment Provisions as per Amendment No. 1
   ~~**Exhibit A-2: Revised Scope of Services/ payment Provisions as per Amendment No. 2**~~
   Exhibit A-3: Revised Scope of Services/ Payment Provisions as per Amendment No. 3
   Exhibit A-4: Additional Scope of Services/ Payment Provisions as per Amendment No. 4"

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

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

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

DocuSign Envelope ID: 9DA0ABB6-4B78-494C-AF7F-F03810D09C87

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 4/4/2024 | 1:07 PM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 3/11/2024 | 11:40 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 3/11/2024 | 4:52 PM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

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

Amelia Vietri, Sr. Vice President
Name and Title

Date: 2/27/2024

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

_____
Name and Title

Date: _____

Exhibit A-4: Additional Scope of Services/Payment Provisions as Per Amendment No.4

DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Service Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Obstetrics & Gynecology (Doctor, On-Site)**
RATES	
Regular	$450.00 Per Hour
Deposit	$15,000.00 Per Booking
CALL	
In-House Call	$450.00 Per Hour
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays

Additional Provisions, if any:

The rates stated here in are effective upon execution of the amendment No.4.

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-16146 ; Amendment No.: 3
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 3 to the Agreement (A-16146) with Locumtenens.com LLC for recruitment and assignment of physician services to increase by $600,000 for a revised total agreement amount not to exceed $2,700,000 with no change to the agreement term (August 26, 2022 through August 25, 2024).

PASSED AND ADOPTED on this 7th day of November 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Adams
NOES: None
ABSENT: Supervisor Askew

Motion Passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 7, 2023.

Dated: November 14, 2023
File ID: A 23-507
Agenda Item No.: 40

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

Vicente Ramirez, Deputy

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024).

AGREEMENT

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

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

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in 'Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3' attached hereto this Amendment No. 3.
   The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $2,700,000."

2. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2 or this Amendment No. 3, the provisions of this Amendment No. 3 shall govern.

3. This Amendment No. 3 shall be effective when signed by the Parties.

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 11/28/2023 | 9:08 AM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99E444A9...
Monterey County Deputy County Counsel

Date: 10/5/2023 | 7:48 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 10/9/2023 | 9:47 AM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

By: Justin Bracco
Justin Bracco (Sep 25, 2023 17:27 EDT)
(Signature of: Chair, President, or Vice-President)

Associate Vice President Justin Bracco
Name and Title

Date: Sep 25, 2023

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

_____
Name and Title

Date: _____

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Vascular Surgery (Doctor, On-Site)**
RATES	
Regular	Up to $5,400.90 Per Day
24 Hour Call:	Up to $5,400.90 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$45,000 Per Booking

Specialty:	**Urology (Doctor, On-Site)**
RATES	
Regular	$3,708.00 Per Day
Deposit	$15,000.00 Per Booking
CALL	
24 Hour Call	$3,708.00 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$40,000.00 Per Booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Exhibit A-3 is upon execution of Amendment No. 3.

CLIENT: Natividad Medical Center

Name: **Charles Harris**

Sign :

Title: CEO

Date:

LOCUMTENENS.COM, LLC

Name: Justin Bracco

Sign : Justin Bracco

Title: Associate Vice President

Date: Sep 26, 2023

2575 Northwinds Parkway • Alpharetta, GA 30009 • 1-800-Locum MD or (562-8663)

DocuSign Envelope ID: 6DF1130D-8EAA-45A3-908F-FFD8F084F35B

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-2 per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000.

AGREEMENT

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

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

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following: ***"The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed $2,100,000".***

2. Section 3, Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following: ***"The term of this AGREEMENT is from August 26, 2022 through August 25, 2024, unless sooner terminated pursuant to the terms and conditions of this AGREEMENT."***

3. If there is any conflict or inconsistency between the provisions of Agreement, or this Amendment No. 2, the provisions of this Amendment No. 2 shall govern.

4. This Amendment No. 2 shall be effective on August 26, 2023.

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The services rendered in this agreement are required for Level II Trauma Centers and provide NMC with the additional support it needs in order to deliver reliable and high-quality patient care which improves the health and quality of life for patients and their families.

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

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783-2506
Approved by: Charles R. Harris, Chief Executive Officer, 783-2504

Attachments:
Locumtenens.com LLC Amendment No. 2
Locumtenens.com LLC Amendment No. 1
Locumtenens.com LLC Agreement

Attachments on file with the Clerk of the Board

DocuSign Envelope ID: 6DF1130D-8EAA-45A3-908F-FFD8F084F35B

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 8/31/2023 | 8:23 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 8/30/2023 | 2:08 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 8/31/2023 | 7:33 AM PDT

CONTRACTOR

Locumtenens.com LLC
CONTRACTOR's Business Name
See instructions below

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

Amelia Vietri, Senior Vice President
Name and Title

Date: 8/28/2023

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

_____
Name and Title

Date: _____

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

DocuSign Envelope ID: 6DF1130D-8EAA-45A3-908F-FFD8F084F35B

Exhibit A-2: Revised Scope of Services/Payment Provisions as per Amendment No. 2

ADDENDUM FOR Natividad Medical Center
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Natividad Medical Center ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	Urology (Doctor, On-Site)
RATES	
Regular	$3,708.00 Per Day
Deposit	$15,000.00 Per Booking
CALL	
24 Hour Call	$3,708.00 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$40,000.00 Per Booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any: The effective date of this rate addendum will be August 25, 2023.

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Jun 14 2023.

CLIENT: Natividad Medical Center

Name: Charles R Harris

Sign : DocuSigned by: Charles Harris 4E1F837D204E481...

Title: CEO

Date: 8/31/2023 | 8:23 AM PDT

LOCUMTENENS.COM, LLC

Name: Amelia Vietri

Sign :

Title: Sr. Vice President

Date: Jul 27, 2023

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-16146
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Locumtenens.com LLC for recruitment and assignment of physician's services, adding $500,000 for a revised total agreement amount not to exceed $600,000 for the added services, with no change to the Agreement term (August 26, 2022 through August 25, 2023).
b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) ($10,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 10th day of January 2023, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 10, 2023.

Dated: January 12, 2023
File ID: A 22-634
Agenda Item No.: 26

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to add services to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023).

AGREEMENT

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

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

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $600,000."

2. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   Exhibit A: Scope of Services/Payment Provisions
   Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1."

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

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

5. This Amendment No. 1 shall be effective when both parties have signed.

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: 11/9/23

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 12/5/2022

APPROVED AS TO FISCAL PROVISIONS

By: Jennifer Forsyth
Monterey County Deputy Auditor/Controller

Date: Auditor-Controller Analyst II, 12/6/2022

CONTRACTOR

Locumtenens.com LLC
CONTRACTOR's Business Name
See instructions below

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

Justin Bracco Associate Vice President
Name and Title

Date: 12/2/2022

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

_____
Name and Title

Date: _____

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

Exhibit A-1: Revised Scope of Services/Payment Provisions as per Amendment No. 1
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Natividad Medical Center ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Vascular Surgery (Doctor, On-Site)**
RATES	
Regular	up to $5,295 Per Day
CALL	
24 Hour Call	up to $5,295 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$45,000.00 Per Booking

Rates are all inclusive of travel and administration fees.

Additional Provisions, If any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Nov 15 2022.

CLIENT: Natividad Medical Center	**LOCUMTENENS.COM, LLC**
Name:	**Name:** Justin Bracco
Sign :	**Sign :**
Title:	**Title:** Associate Vice President
Date:	**Date:** 12/2/2022

Natividad MEDICAL CENTER

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

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

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

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Recruitment and Assignment of a Urologist.

PAYMENTS BY NMC; NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $100,000.

TERM OF AGREEMENT; the term of this Agreement is from ~~9/1/2022~~ 8/26/2022 through ~~8/31/2023~~ 8/25/2023 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

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

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

Exhibit A: Scope of Services/Payment Provisions

1. PERFORMANCE STANDARDS:

1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

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

1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

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

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

2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

3. TERMINATION:

3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

3.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

Locumtenens.com for Urology Assignments

5. INSURANCE:

5.1. Evidence of Coverage:

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

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

5.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☑ Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance. If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

■ Exemption/Modification (Justification attached; subject to approval)

5.7. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

6. Other Insurance Requirements:

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

6.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.**

6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no

way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

7. **RECORDS AND CONFIDENTIALITY:**

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

7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

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

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

8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all

federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: Locumtenens.com, LLC. Attn: Amelia Vietri Address: 2575 Northwinds Parkway City, State, Zip: Alpharetta, GA 30009 FAX: _____ Email: avietri@locumtenens.com

MISCELLANEOUS PROVISIONS:

13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

13.4 Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

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

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

13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

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

Signature Page to follow

NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: 8/26/22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 8/25/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 8/26/2022

CONTRACTOR

LocumTenens.com, LLC
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

Amelia Vietri, Senior Vice President
Name and Title

Date: 08/24/2022

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

Amanda Johnson, Account Executive
Name and Title

Date: 8/24/2022

***__Instructions:__

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

ADDENDUM FOR Natividad Medical Center
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Natividad Medical Center ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Urology (Doctor, On-Site)**
RATES	
Regular	$3,600.00 Per Day
Deposit	$15,000.00 Per Booking
CALL	
24 Hour Call	$3,600.00 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$40,000.00 Per Booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Aug 23 2022.

CLIENT: Natividad Medical Center

Name: Charles R. Harris

Sign :

Title: CEO

Date: 8/26/22

LOCUMTENENS.COM, LLC

Name: Amelia Vietri

Sign :

Title: Senior Vice President

Date: 08/24/2022

Introduced: 7/14/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:

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.

SUMMARY/DISCUSSION:

Huffmaster Crisis Response, Inc. is a nationally recognized healthcare staffing agency that offers emergency and strike staffing solutions for healthcare clients, including hospitals. By providing clinical personnel during emergencies, hospitals can maintain their essential operations.

Throughout the year, NMC may face significant challenges, including extreme increases in patient census, a high rate of staff turnover, a surge in staff absenteeism, and difficulties in recruiting experienced specialty staff. These factors jeopardize NMC's ability to comply with licensure requirements and maintain appropriate nursing and allied health professional-to-patient ratios in hospital units.

Traditional registry agencies require a minimum two-week onboarding process to meet compliance requirements, making Huffmaster Crisis Response, Inc. an ideal solution for addressing short-term staffing challenges. Amending the existing agreement with Huffmaster Crisis Response, Inc. to include provisions for emergent short-term staffing crises will ensure that, by the following day, NMC can provide the appropriate staffing levels of nurses and allied professionals needed to meet the healthcare needs of its patients.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved Amendment No. 5 in form, and the Auditor-Controller has reviewed and approved it in payment provisions. The Amendment No. 5 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on July 11, 2025.

FINANCING:

There is no additional cost to the total Agreement amount associated with this Amendment No. 5.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement contribute to assisting NMC in the care and treatment of patients.

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

Prepared by: Janine Bouyea, Human Resources Administrator, 783-2701
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
HuffMaster Crisis Response, Inc. Amendment No. 5
HuffMaster Crisis Response, Inc. Amendment N. 4
HuffMaster Crisis Response, Inc. Amendment No. 3
HuffMaster Crisis Response, Inc. Amendment No. 2
HuffMaster Crisis Response, Inc. Amendment No. 1
HuffMaster Crisis Response, Inc. Agreement

Attachments on file with the Clerk of the Board

Introduced: 7/14/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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.

RECOMMENDATION:

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.

SUMMARY/DISCUSSION:

Huffmaster Crisis Response, Inc. is a nationally recognized healthcare staffing agency that offers emergency and strike staffing solutions for healthcare clients, including hospitals. By providing clinical personnel during emergencies, hospitals can maintain their essential operations.

Throughout the year, NMC may face significant challenges, including extreme increases in patient census, a high rate of staff turnover, a surge in staff absenteeism, and difficulties in recruiting experienced specialty staff. These factors jeopardize NMC's ability to comply with licensure requirements and maintain appropriate nursing and allied health professional-to-patient ratios in hospital units.

Traditional registry agencies require a minimum two-week onboarding process to meet compliance requirements, making Huffmaster Crisis Response, Inc. an ideal solution for addressing short-term staffing challenges. Amending the existing agreement with Huffmaster Crisis Response, Inc. to include provisions for emergent short-term staffing crises will ensure that, by the following day, NMC can provide the appropriate staffing levels of nurses and allied professionals needed to meet the healthcare needs of its patients.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved Amendment No. 5 in form, and the

Auditor-Controller has reviewed and approved it in payment provisions. The Amendment No. 5 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on July 11, 2025.

FINANCING:

There is no additional cost to the total Agreement amount associated with this Amendment No. 5.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement contribute to assisting NMC in the care and treatment of patients.

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

Prepared by: Janine Bouyea, Human Resources Administrator, 783-2701
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
HuffMaster Crisis Response, Inc. Amendment No. 5
HuffMaster Crisis Response, Inc. Amendment N. 4
HuffMaster Crisis Response, Inc. Amendment No. 3
HuffMaster Crisis Response, Inc. Amendment No. 2
HuffMaster Crisis Response, Inc. Amendment No. 1
HuffMaster Crisis Response, Inc. Agreement

Attachments on file with the Clerk of the Board

AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN HUFFMASTER CRISIS RESPONSE, INC., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Nurse and Allied Professional Staffing Services and SECURITY, ADMINISTRATIVE, TRANSPORTATION, & TEMPORARY REPLACEMENT PERSONNEL

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on August 20, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and HuffMaster Crisis Response, Inc. ("CONTRACTOR"); "); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for Nurse and Allied Professional Staffing Services with a term August 20, 2021 through **conclusion of Disputes**, and a total Agreement amount not to exceed $93,988; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to increase the total Agreement amount by an additional $458,000 for a total Agreement amount not to exceed $551,988; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to increase the total Agreement amount by an additional $350,000 for a total Agreement amount not to exceed $901,988; and

WHEREAS, the Parties amended the Agreement via Amendment No. 3 to increase the total Agreement amount by an additional $5,000,000 for a total Agreement amount not to exceed $5,901,988; and

WHEREAS, the Parties amended the Agreement via Amendment No. 4 to allow services to continue with additions to the original scope of work attached hereto as "**SCHEDULE A-4 Per Amendment No. 4**" with a $4,000,000 increase for the added services for a total Agreement amount not to exceed $9,901,988; and

WHEREAS, the Parties currently wish to amend the Agreement to allow services to continue with additions to the scope of work attached hereto as "**SCHEDULE A-5 Per Amendment No. 5**" with no increase for the added services to total Agreement amount not to exceed $9,901,988.

AGREEMENT

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

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

1. Section 3 / Paragraph titled, "PAYMENT TERMS" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in SCHEDULE A-4 as per Amendment No. 4, plus SCHEDULE A-5 as per Amendment No. 5 attached hereto this Amendment No. 5. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $9,901,988."

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

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

4. This Amendment No. 5 is effective when signed by the Parties.

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

HUFFMASTER CRISIS RESPONSE, INC.

By: Del Rogers

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

VP Healthcare
Name and Title

Date: 7/7/2025

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

_____
Name and Title

Date: _____

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

SCHEDULE A-5

Huffmaster shall schedule and have available for assignment the following Personnel for a minimum period of 2 weeks:

Natividad Specialty	Huffmaster Specialty	All-Inclusive Bill Rate Regular Time	All-Inclusive Bill Rate Overtime (1.5X)	All-Inclusive Bill Rate Double Time (2X)
Pediatrics	RN – Peds	$175/Hour	$262.50/Hour	$350/Hour
Interventional Radiology	RN – IR	$175/Hour	$262.50/Hour	$350/Hour
Neonatal Intensive Care	RN – NICU	$160/Hour	$240/Hour	$320/Hour
Intensive Care	RN – ICU	$160/Hour	$240/Hour	$320/Hour
Medical Surgical/Intermediate Care	RN – Medical Surgical/Step-Down	$160/Hour	$240/Hour	$320/Hour
Emergency Department	RN – ED	$160/Hour	$240/Hour	$320/Hour
Operating Roon	RN – OR	$160/Hour	$240/Hour	$320/Hour
Outpatient Surgical Services	RN – Same-Day Surgery	$160/Hour	$240/Hour	$320/Hour
Labor & Delivery	RN – L&D	$160/Hour	$240/Hour	$320/Hour
Maternal Infant Unit	RN – Mother Baby/Post-Partum	$160/Hour	$240/Hour	$320/Hour
Psychiatric	RN – Psych	$150/Hour	$225/Hour	$300/Hour
Case Management	RN – Case Management	$150/Hour	$225/Hour	$300/Hour

Client shall be billed at an overtime rate of 1.5 times the quoted hourly rate for hours worked in excess of eight **(8)** hours per day for all deployed personnel.

Client shall be billed at an overtime rate of 2.0 times the quoted hourly rate for hours worked in excess of twelve **(12)** hours per day and all hours worked on the seventh consecutive day for all deployed personnel.

Client shall be billed at a rate of 3.0 times the quoted hourly rate for hours worked on a holiday in excess of twelve **(12)** hours per day and all hours worked on a holiday on the seventh consecutive day worked for all deployed personnel.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

HUFFMASTER CRISIS RESPONSE, INC.

BY: Del Rogers

NAME: Del Rogers

TITLE: VP Healthcare

DATE: 7/7/2025

Docusign Envelope ID: E615FA63-6FBC-4BC4-8920-67430E1C0DCA

SCHEDULE A-4 Per Amendment No. 4

SECURITY, ADMINISTRATIVE, TRANSPORTATION, & TEMPORARY REPLACEMENT PERSONNEL

Huffmaster shall schedule and have available for assignment the following Personnel:

Security

Not applicable at this time.

Administrative Supervision:		**Straight Time**	**Overtime**
1	Project Manager	$125.00 per hour	$187.50 per hour
1	Clinical Manager	$210.00 per hour	$315.00 per hour
1	Compliance/Scheduling Manager	$90.00 per hour	$135.00 per hour
3	Staffing Coordinator	$67.80 per hour	$101.70 per hour

Daily Transportation:		**Straight Time**	**Overtime**
1	Transportation Coordinator	$72.25 per hour	$108.38 per hour
2	Hotel Coordinator	$67.80 per hour	$101.70 per hour
8	Van Driver	$42.80 per hour	$64.20 per hour

Note: Administrative Supervision/Transportation assets may require modification in accordance with available housing options at the time of the actual strike.

Temporary Replacement Personnel:		**Straight Time**	**Overtime**
5	Clinical Lab Scientist	$274.27 per hour	$411.41 per hour
2	Psychiatric Social Worker	$209.73 per hour	$314.60 per hour
2	Registered Dietician	$177.47 per hour	$266.21 per hour
6	Surgical Tech	$112.93 per hour	$169.40 per hour
2	Central Sterile Tech	$96.80 per hour	$145.20 per hour
6	CNA	$64.53 per hour	$96.80 per hour
5	Respiratory Care Practitioner	$193.60 per hour	$290.40 per hour
2	Physical Therapist	$193.60 per hour	$290.40 per hour
2	Occupational Therapist	$193.60 per hour	$290.40 per hour
2	Speech Language Pathologist	$193.60 per hour	$290.40 per hour
4	Pharmacist	$242.00 per hour	$363.00 per hour
4	Pharmacy Tech	$121.00 per hour	$181.50 per hour
4	IR Tech	$177.47 per hour	$266.21 per hour
6	Radiologic Tech	$166.33 per hour	$242.00 per hour
2	Ultrasound Tech	$145.20 per hour	$217.80 per hour
1	EEG Tech	$129.07 per hour	$193.61 per hour

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2	Cardiopulmonary Tech II (Peds/Adult)	$177.47 per hour	$266.21 per hour
2	Switchboard Operator	$56.47 per hour	$84.71 per hour
2	Health Unit Clerk (HUC)	$56.47 per hour	$84.71 per hour
8	Patient Services Rep II	$56.47 per hour	$84.71 per hour
4	Office Assistant II	$56.47 per hour	$84.71 per hour
2	Inventory Specialist	$56.47 per hour	$84.71 per hour
2	Dietary Clerk	$51.63 per hour	$77.45 per hour
16	EVS Aide	$45.17 per hour	$67.76 per hour
2	Cook	$41.95 per hour	$62.93 per hour
4	Food Service Worker	$38.72 per hour	$58.08 per hour

Client shall be billed at an overtime rate of 1.5 times the quoted hourly rate for hours worked in excess of eight **(8)** hours per day for all deployed personnel.

Client shall be billed at an overtime rate of 2.0 times the quoted hourly rate for hours worked in excess of twelve **(12)** hours per day and all hours worked on the seventh consecutive day for all deployed personnel.

Client shall be billed at a rate of 3.0 times the quoted hourly rate for hours worked on a holiday in excess of twelve **(12)** hours per day and all hours worked on a holiday on the seventh consecutive day worked for all deployed personnel.

Recruitment Fee: Due upon Contract execution, prior to receiving Notice of Intent to Strike

Qty	Description	Preparation Fee	Total Preparation Fee
0	Security Personnel	$300.00 (Per Person)	$0.00
99	Replacement Personnel	$300.00 (Per Person)	$29,700.00
6	Administrative Personnel	$300.00 (Per Person)	$1,800.00
11	Transportation Personnel	$300.00 (Per Person)	$3,300.00
116	**TOTAL**		**$34,800.00**

Preparation Fee: Due upon receipt of Notice of Intent to Strike

Qty	Description	Preparation Fee	Total Preparation Fee
0	Replacement Personnel	$400.00 (Per Person)	$0.00
99	Administrative Personnel	$400.00 (Per Person)	$39,600.00
6	Transportation Personnel	$400.00 (Per Person)	$2,400.00
11	Security Personnel	$400.00 (Per Person)	$4,400.00
116	**TOTAL**		**$46,400.00**

Activation Fee: Due upon receipt if contract is executed *after* receipt of Notice of Intent to Strike

Qty	Description	Preparation Fee	Total Preparation Fee
0	Replacement Personnel	$900.00 (Per Person)	$0.00
99	Administrative Personnel	$900.00 (Per Person)	$89,100.00
6	Transportation Personnel	$900.00 (Per Person)	$5,400.00
11	Security Personnel	$900.00 (Per Person)	$9,900.00
116	**TOTAL**		**$104,400.00**

Equipment: Huffmaster will require the following equipment to be used while performing Services under this Agreement.

(9) Cars and **(8) Vans**, billed at vehicle rental rate plus the cost of operation.
(17) Cellular Phones, billed at $16.00 per day/per unit.
(0) Video Cameras, billed at $45.00 per day/per unit.

Docusign Envelope ID: E615FA63-6FBC-4BC4-8920-07430E1C0DCA

Deployment: Client must issue verbal instructions to deploy the Personnel by 1200-hours (Noon) on ____ _____ **notification date)**, to Scott Cassady (248) 616-8326 or Huffmaster (800) 446-1515 so as to enable personnel to arrive at a local hotel within 36 hours prepared to move on site on _____or as quickly as possible, based on notification by Client to mobilize Personnel. ***Verbal instructions must be accompanied by written instructions to deploy Personnel, delivered via e-mail to scassady@huffmaster.com or fax to (248) 597-7055.***

NATIVIDAD MEDICAL CENTER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

HUFFMASTER CRISIS RESPONSE, INC.

BY: DocuSigned by: Trevor Fandale 5FF94ECBDAEF406...

NAME: Trevor Fandale

TITLE: President

DATE: 7/2/2024 | 10:05 AM PDT

Docusign Envelope ID: E615FA63-6FBC-4BC4-8920-07430E1C0DCA

AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN HUFFMASTER CRISIS RESPONSE, INC., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Nurse and Allied Professional Staffing Services and SECURITY, ADMINISTRATIVE, TRANSPORTATION, & TEMPORARY REPLACEMENT PERSONNEL

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on August 20, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and HuffMaster Crisis Response, Inc. ("CONTRACTOR"); "); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for Nurse and Allied Professional Staffing Services with a term August 20, 2021 through **conclusion of Disputes**, and a total Agreement amount not to exceed $93,988; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to increase the total Agreement amount by an additional $458,000 for a total Agreement amount not to exceed $551,988.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2 to increase the total Agreement amount by an additional $350,000 for a total Agreement amount not to exceed $901,988.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 3 to increase the total Agreement amount by an additional $5,000,000 for a total Agreement amount not to exceed $5,901,988.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to allow services to continue with additions to the original scope of work attached hereto as "**SCHEDULE A-4 Per Amendment No. 4**" with a $4,000,000 increase for the added services for a total Agreement amount not to exceed $9,901,988.

AGREEMENT

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

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

1. Section 3 / Paragraph titled, "PAYMENT TERMS" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in SCHEDULE A plus SCHEDULE A-4 as per Amendment No. 4 attached hereto this Amendment

No. 4. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $9,901,988."

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

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

4. This Amendment No. 4 is effective when signed by both parties.

Docusign Envelope ID: E615FA63-6FBC-4BC4-8920-07430E1C0DCA

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles Harris
4E1F837D204E481...

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

7/29/2024 | 10:16 AM PDT
Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
Stacy Saetta
E96D21D44C4341D...

By: _____
Monterey County Deputy County Counsel

7/26/2024 | 11:29 AM PDT
Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
Jennifer Forsyth
4E7E857875454AE...

By: _____
Monterey County Deputy Auditor/Controller

7/29/2024 | 10:14 AM PDT
Date: _____

HUFFMASTER CRISIS RESPONSE, INC.

DocuSigned by:
Trevor Fandale
5FF94ECBDAEF406...

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

Trevor Fandale President
_____
Name and Title

7/2/2024 | 10:05 AM PDT
Date: _____

DocuSigned by:
Scott Cassady
4901627EFB08406...

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

Scott Cassady Vice President
_____
Name and Title

7/2/2024 | 10:07 AM PDT
Date: _____

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

Docusign Envelope ID: E615FA63-6FBC-4BC4-8920-67430E1C0DCA

SCHEDULE A-4 Per Amendment No. 4

SECURITY, ADMINISTRATIVE, TRANSPORTATION, & TEMPORARY REPLACEMENT PERSONNEL

Huffmaster shall schedule and have available for assignment the following Personnel:

Security

Not applicable at this time.

Administrative Supervision:		**Straight Time**	**Overtime**
1	Project Manager	$125.00 per hour	$187.50 per hour
1	Clinical Manager	$210.00 per hour	$315.00 per hour
1	Compliance/Scheduling Manager	$90.00 per hour	$135.00 per hour
3	Staffing Coordinator	$67.80 per hour	$101.70 per hour

Daily Transportation:		**Straight Time**	**Overtime**
1	Transportation Coordinator	$72.25 per hour	$108.38 per hour
2	Hotel Coordinator	$67.80 per hour	$101.70 per hour
8	Van Driver	$42.80 per hour	$64.20 per hour

Note: Administrative Supervision/Transportation assets may require modification in accordance with available housing options at the time of the actual strike.

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2	Psychiatric Social Worker	$209.73 per hour	$314.60 per hour
2	Registered Dietician	$177.47 per hour	$266.21 per hour
6	Surgical Tech	$112.93 per hour	$169.40 per hour
2	Central Sterile Tech	$96.80 per hour	$145.20 per hour
6	CNA	$64.53 per hour	$96.80 per hour
5	Respiratory Care Practitioner	$193.60 per hour	$290.40 per hour
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2	Speech Language Pathologist	$193.60 per hour	$290.40 per hour
4	Pharmacist	$242.00 per hour	$363.00 per hour
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Docusign Envelope ID: E815FA63-6FBC-4BC4-8920-07430E1C0DCA

2	Cardiopulmonary Tech II (Peds/Adult)	$177.47 per hour	$266.21 per hour
2	Switchboard Operator	$56.47 per hour	$84.71 per hour
2	Health Unit Clerk (HUC)	$56.47 per hour	$84.71 per hour
8	Patient Services Rep II	$56.47 per hour	$84.71 per hour
4	Office Assistant II	$56.47 per hour	$84.71 per hour
2	Inventory Specialist	$56.47 per hour	$84.71 per hour
2	Dietary Clerk	$51.63 per hour	$77.45 per hour
16	EVS Aide	$45.17 per hour	$67.76 per hour
2	Cook	$41.95 per hour	$62.93 per hour
4	Food Service Worker	$38.72 per hour	$58.08 per hour

Client shall be billed at an overtime rate of 1.5 times the quoted hourly rate for hours worked in excess of eight **(8)** hours per day for all deployed personnel.

Client shall be billed at an overtime rate of 2.0 times the quoted hourly rate for hours worked in excess of twelve **(12)** hours per day and all hours worked on the seventh consecutive day for all deployed personnel.

Client shall be billed at a rate of 3.0 times the quoted hourly rate for hours worked on a holiday in excess of twelve **(12)** hours per day and all hours worked on a holiday on the seventh consecutive day worked for all deployed personnel.

Recruitment Fee: Due upon Contract execution, prior to receiving Notice of Intent to Strike

Qty	Description	Preparation Fee	Total Preparation Fee
0	Security Personnel	$300.00 (Per Person)	$0.00
99	Replacement Personnel	$300.00 (Per Person)	$29,700.00
6	Administrative Personnel	$300.00 (Per Person)	$1,800.00
11	Transportation Personnel	$300.00 (Per Person)	$3,300.00
116	**TOTAL**		**$34,800.00**

Preparation Fee: Due upon receipt of Notice of Intent to Strike

Qty	Description	Preparation Fee	Total Preparation Fee
0	Replacement Personnel	$400.00 (Per Person)	$0.00
99	Administrative Personnel	$400.00 (Per Person)	$39,600.00
6	Transportation Personnel	$400.00 (Per Person)	$2,400.00
11	Security Personnel	$400.00 (Per Person)	$4,400.00
116	**TOTAL**		**$46,400.00**

Activation Fee: Due upon receipt if contract is executed *after* receipt of Notice of Intent to Strike

Qty	Description	Preparation Fee	Total Preparation Fee
0	Replacement Personnel	$900.00 (Per Person)	$0.00
99	Administrative Personnel	$900.00 (Per Person)	$89,100.00
6	Transportation Personnel	$900.00 (Per Person)	$5,400.00
11	Security Personnel	$900.00 (Per Person)	$9,900.00
116	**TOTAL**		**$104,400.00**

Equipment: Huffmaster will require the following equipment to be used while performing Services under this Agreement.

(9) Cars and **(8) Vans**, billed at vehicle rental rate plus the cost of operation.
(17) Cellular Phones, billed at $16.00 per day/per unit.
(0) Video Cameras, billed at $45.00 per day/per unit.

Docusign Envelope ID: E615FA63-6FBC-4BC4-8920-07430E1C0DCA

Deployment: Client must issue verbal instructions to deploy the Personnel by 1200-hours (Noon) on ____ _____ **notification date)**, to Scott Cassady (248) 616-8326 or Huffmaster (800) 446-1515 so as to enable personnel to arrive at a local hotel within 36 hours prepared to move on site on _____or as quickly as possible, based on notification by Client to mobilize Personnel. ***Verbal instructions must be accompanied by written instructions to deploy Personnel, delivered via e-mail to scassady@huffmaster.com or fax to (248) 597-7055.***

NATIVIDAD MEDICAL CENTER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

HUFFMASTER CRISIS RESPONSE, INC.

DocuSigned by:
BY: Trevor Fandale
5FF94ECBDAEF406...

Trevor Fandale
NAME: _____

President
TITLE: _____

7/2/2024 | 10:05 AM PDT
DATE: _____

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Chris Lopez to:

Agreement No.: A-15495; Amendment No. 3
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 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 $5,000,000 for a revised total agreement amount not to exceed $5,901,988, until the conclusion of the staffing need.

PASSED AND ADOPTED on this 27th day of September 2022, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 27, 2022.

Dated: October 4, 2022
File ID: A 22-499
Agenda Item No.: 26

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN HUFFMASTER CRISIS RESPONSE, INC., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Nurse and Allied Professional Staffing Services

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on August 20, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and HuffMaster Crisis Response, Inc. ("CONTRACTOR"); "); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for Nurse and Allied Professional Staffing Services with a term August 20, 2021 through **conclusion of Disputes**, and a total Agreement amount not to exceed $93,988; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to increase the total Agreement amount by an additional $458,000 for a total Agreement amount not to exceed $551,988.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2 to increase the total Agreement amount by an additional $350,000 for a total Agreement amount not to exceed $901,988.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to increase the total Agreement amount by an additional $5,000,000 for a total Agreement amount not to exceed $5,901,988.

AGREEMENT

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

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

1. Section 3 / Paragraph titled, "Payment Terms" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Schedule-A of the Original Agreement. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $5,901,988."

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

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

4. This Amendment No. 3 is effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No.3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Interim CEO

Date: 9/29/22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 9/2/2022

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Monterey County Deputy Auditor/Controller

Date: 9/2/2022

HUFFMASTER CRISIS RESPONSE, INC.

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

Trevor Fandale VP of Special Projects
Name and Title

Date: September 2nd 2022

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

Michael Ponke, CFO
Name and Title

Date: 9/2/2022

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor John M. Phillips to:

Agreement No.: A-15495; Amendment No. 2
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 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 $350,000 for a revised total agreement amount not to exceed $901,988, until the conclusion of the staffing need.

PASSED AND ADOPTED on this 21st day of June 2022, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 21, 2022.

Dated: June 24, 2022
File ID: A 22-322
Agenda Item No.: 36

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

Julian Lorenzana, Deputy

Craig Cassady

Agreement No. A-15495

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN HUFFMASTER CRISIS RESPONSE, INC., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Nurse and Allied Professional Staffing Services

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 20, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and HuffMaster Crisis Response, Inc. ("CONTRACTOR"); "); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for Nurse and Allied Professional Staffing Services with a term August 20, 2021 through **conclusion of Disputes**, and a total Agreement amount not to exceed $93,988; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to increase the total Agreement amount by an additional $458,000 for a total Agreement amount not to exceed $551,988.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to increase the total Agreement amount by an additional $350,000 for a total Agreement amount not to exceed $901,988.

AGREEMENT

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

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

1. Section 3 / Paragraph titled, "Payment Terms" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Schedule-A of the Original Agreement. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $901,988."

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

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

4. This Amendment No. 2 is effective when signed by both parties.

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
for Charles R. Harris, Interim CEO

Date: 6-21-22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel 05/31/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 6-7-2022

HUFFMASTER CRISIS RESPONSE, INC.

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

Craig Cassady, President
Name and Title

Date: 05/25/2022

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

Michael Ponke, VP of Finance
Name and Title

Date: 5/25/2022

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
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831.755.5066
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Board Order

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

Agreement No.: A-15495
Authorize the execution by the Interim Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee of amendments to an agreement with Huffmaster Crisis Response, Inc., for nurse and allied professional staffing services in the event of a labor strike at Natividad Medical Center, to increase the current maximum liability of $93,988 in additional amounts as needed, until the conclusion of the labor dispute. (ADDED VIA ADDENDA)

PASSED AND ADOPTED on this 24th day of August 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 24, 2021.

Dated: September 1, 2021
File ID: A 21-463
Agenda Item No.: 22.1

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

Julian Lorenzana, Deputy

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN HuffMaster Crisis Response, Inc., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Nurse and allied professional staffing services

This Amendment No. to the Services Agreement ("Agreement") which was effective on August 20, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and HuffMaster Crisis Response, Inc. ("CONTRACTOR"); "); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for Nurse and Allied Professional Staffing Services with a term August 20, 2021 through **conclusion of Dispute**, and a total Agreement amount not to exceed $93,988; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to allow for services to continue, with a $458,000 increase for a total Agreement amount of $551,988.

AGREEMENT

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

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

1. Section 3 / Paragraph titled, "Payment Terms" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Schedule-A of the Original Agreement. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $551,988."

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

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

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Interim CEO

Date: 9/13/21

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 9/13/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Monterey County Deputy Auditor/Controller

Date: 9-13-2021

CONTRACTOR

CONTRACTOR's Business Name
See instructions below

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

Craig Cassady President
Name and Title

Date: 9/10/21

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

Michael Ponke Director of Finance
Name and Title

Date: 9/10/2021

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

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HUFFMASTER
Keeping Business in Business

MASTER SERVICES AGREEMENT
HEALTHCARE STRIKE

For

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

Salinas, California

August 20, 2021

Our Mission Statement

We keep business in business by providing comprehensive, custom business interruption, investigative and security management services to our customers. We are dedicated to leading the industry by consistently exceeding expectations of our customers and employees.

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MASTER SERVICES AGREEMENT

This Agreement is made and entered into as of the earlier of the date of execution or when Services first commenced by and between **Huffmaster Crisis Response, Inc.,** with principal offices at **1055 W. Maple Road, Clawson, Michigan 48017** ("Huffmaster"), and **County of Monterey, on behalf of Natividad Medical Center** ("Client"), for its facility, or facilities, located at **1441 Constitution Boulevard, Salinas, CA 93906** (the "Facility").

WHEREAS, Huffmaster is engaged in the business of offering staffing and security services in the event of a labor strike (collectively, the "Services").

WHEREAS, Client requires the aforementioned Services due to a labor dispute (the "Dispute") and wishes to retain Huffmaster on the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services

Client hereby retains Huffmaster to provide Services pursuant to the terms contained in the Schedule(s) attached hereto and incorporated herein by reference.

2. Term

2.1 Term. This Agreement shall be effective upon its execution and shall be effective until the conclusion of the Dispute (the "Initial Term"). The parties may extend the term for any length of time by mutual agreement in writing (the "Renewal Term).

2.2. Cancellation. The Agreement may be cancelled by either party upon the earlier of: (1) delivery of written notice of termination to the other party effective seven (7) days after the notice is received, or; (2) delivery of written notice to Huffmaster that Client has reached a tentative agreement with its labor organization. Failure of Client to promptly pay all amounts due as required by this Agreement shall grant Huffmaster the option to terminate its Services upon twenty-four (24) hours written notice to Client.

2.3 Reimbursement of Expenses. Upon termination of this Agreement, Client shall pay, or reimburse Huffmaster for any termination expenses incurred in returning all Huffmaster Personnel to their original point of origin.

3. Payment Terms

3.1 Fees. Client shall pay to Huffmaster the fees and rates as described in the attached Schedule(s) (collectively, the "Fees"). Huffmaster reserves the right to modify the Fees in the event of any change in law, regulation, current market markups, or governmental policy which impacts the cost of providing the Services to the Client. The maximum liability of this Agreement is $93,988. Further increases in the maximum liability shall be subject to written amendments executed by the parties.

3.2 Payment of Fees. All payments made hereunder shall be in United States Dollars and shall be made by wire transfer. All Fees are due within seven (7) days of receipt of Huffmaster's invoice, unless otherwise stated herein. Huffmaster will send invoices to the Client's designated representative. Huffmaster reserves the right to withhold delivery of the Services until the Fees that are due on the

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Effective Date are received by Huffmaster. Client agrees to waive all confidentiality covenants made by Huffmaster to Client in Huffmaster's pursuit of collection of any balance due.

3.3 Late Payment Charges. Huffmaster may charge a late fee of one and one-half percent (1.5%) per month on all amounts not timely paid to Huffmaster or the highest rate allowed by law, whichever is less.

3.4 Commitment Fees, Preparation Fees, and Activation Fees. Client shall pay a Tiered Pre-Strike Deposit of $200.00 - $250.00 per person fee for all Nursing, Administrative and Security Personnel (the "Commitment Fee") as follows:

Less Than 100 Personnel	**$250.00 Per Person**
Greater Than 100 Personnel	**$200.00 Per Person**

Due to the difficulty in recruiting and licensing **Allied & Service Personnel** (defined in the attached schedule(s)) to work during a strike, a **$250.00 per person** fee ("Commitment Fee") is required for all Allied & Service Personnel.

All Commitment Fees are due to Huffmaster immediately upon execution of a letter of agreement, or this Agreement, prior to a notice of intent to strike. Commitment Fees are used by Huffmaster to perform recruiting activities for a thirty (30) day pre-strike period. An additional Commitment Fee (the "Recurring Commitment Fee") will be due to Huffmaster for each recurring thirty (30) day period requested by the Client, prior to the receipt of a notice of intent to strike. The Recurring Commitment Fee will be reduced by twenty-five percent (25%) for the first Recurring Commitment Fee only. In addition, any Recurring Commitment Fee initiated by the Client may be modified based upon any change in staffing needs communicated to Huffmaster by the Client.

Upon receipt of a notice of intent to strike, Huffmaster will bill Client $250.00 per person fee ("Preparation Fee") for all Personnel that will be provided by Huffmaster to Client ("Personnel"). In the event the Agreement is executed after the Client has received a notice of intent to strike, the Client shall be charged a fee of **$750.00** per Personnel ("Activation Fee").

Upon postponement of a strike, Client shall be charged a fee of $150.00 per Personnel ("Preparation Fee") due upon the Client's receipt of a subsequent notice of intent to strike.

All Commitment, Preparation, and Activation Fees are used when paid to recruit, prepare, and activate Personnel to perform the Services and are therefore non-refundable.

Once Facility provides Companies with written authorization to begin recruiting, an Operational Needs Analysis (ONA) meeting will be scheduled to resolve file requirements/immunizations, electronic file delivery, scheduling, Orientation schedule/process, badging process, and traffic flow for start and end of shift. The Operational Needs Analysis meeting will include the following personnel from Facility: Employee Health, Human Resources, Scheduling, and Licensing (including meeting with the Licensing Board).

3.5 Minimum Hourly Guarantees. Six (6) days prior to the commencement of the strike, Client is to pay hourly guarantees for all Personnel, which are equal to **sixty (60)** hours pay per person at the hourly rate specified in the attached schedule(s) (the "Minimum Hourly Guarantee"). The Minimum Hourly Guarantee becomes non-refundable for any Personnel that begin travel prior to cancellation.

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Client must confirm by actual phone conversation followed by an e-mail or fax, with Craig Cassady or Huffmaster that the Personnel are to begin travel, so that they may report or assemble as agreed in the attached schedule(s). Huffmaster will not deploy Personnel until written instructions are received.

Four (4) days prior to the commencement of the strike or upon commencement of travel by the Personnel, whichever is sooner, Client shall be billed for the estimated travel, housing, per diem, equipment, and pre/post-strike costs. In the event of cancellation, Huffmaster will refund all recoverable deposits for housing and transportation.

Client shall pay a deposit to Huffmaster on or before the first day of the strike. equal to forty (40) hours regular rate plus forty-four (44) hours overtime rate per person, minus the Minimum Hourly Guarantee ("First Weeks Deposit"). Estimated housing and per diem expenses shall also be included.

Huffmaster requires a deposit which is due on the first day of each forthcoming week ("Forthcoming Weeks Deposit"). The Forthcoming Weeks Deposit is equal to forty (40) hours regular rate plus forty-four (44) hours overtime rate per person. Estimated housing and per diem expenses shall also be included.

3.6 Training and Orientation. All Personnel will undergo training and orientation as required by the Client ("Orientation"). Client shall be responsible for providing Orientation to all Personnel and shall provide documentation of same to Huffmaster. Time in which the Personnel are required to be present and prepared to work is billed at the Personnel's regular hourly rates. In the event that the strike settles prior to the first scheduled shift, all time spent in Orientation is included in the Minimum Hourly Guarantee and all stand-by hours are paid in addition to the Minimum Hourly Guarantee.

3.7 On Call. Client shall pay $30.00 an hour for all hours that Personnel are placed On Call. If called in, Client shall be invoiced for a minimum call back of two (2) hours, billed at overtime rates. All hours that Personnel work in excess of thirteen (13) hours on the day of the strike, and everyday thereafter until the strike ends, is considered call back and Huffmaster shall bill Client at overtime rates.

4. Scheduling and Hourly Rates

4.1 Scheduling of Personnel. Client shall be billed twelve (12) hours per day for all deployed Personnel. Personnel shall be available to work a minimum of twelve (12) hours per day for up to six (6) days per week. Client shall pay for each shift, or portion thereof, during which the Personnel worked, traveled or was guaranteed, at the rates agreed upon in the attached schedule(s).

4.2 Minimum Weekly Guarantee. Client shall be billed a minimum of sixty (60) hours per week for all deployed Personnel at the hourly rate specified in the attached Schedule for each full week that Personnel are deployed.

4.3 Overtime. Client shall be billed overtime rate amounts for all Personnel hours worked in accordance with the attached schedule(s). The overtime rate is invoiced pursuant to the bill rate and is calculated in accordance with local, state and federal overtime requirements.

4.4 Double Time. Client shall be billed for double time shall for all actual work hours performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day to all Personnel.

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4.5 Standby. If Personnel have begun travel to the Client and the strike is postponed, upon Client's request that Personnel be placed on standby until the strike starts or is settled, Client shall be billed for Personnel at the standby rates. The time Personnel are on standby shall be billed in addition to the Weekly Guarantees. If Client requires Personnel to be deployed in excess of one day prior to the anticipated start date, then Personnel shall be treated as on Standby for any day after they are deployed, with the exception of the day they are in Orientation hours.

4.6 Utilization of the Personnel. Client agrees to utilize Personnel in skilled areas only. If required to float, Personnel will only float to areas in which they are skilled and experienced to work within, subject to written Huffmaster approval.

4.7 Acknowledgment of Huffmaster Staff Scheduling. Client acknowledges that Huffmaster supervisory staff, such as the Site Coordinator and Labor Coordinators commonly work more than twelve (12) hours per shift and that Huffmaster's Shift Supervisor and Labor Coordinators may, if necessary, extend shifts for Personnel beyond twelve (12) hours, and all such costs shall be borne by the Client.

4.8 Staffing During Work Stoppage. Huffmaster's Personnel shall only work while the work stoppage is in progress, unless otherwise agreed upon by the parties in writing. At all times the Personnel shall remain under the direct supervision of Client.

4.9 Notification Requirements. Client shall timely notify Huffmaster of staffing needs and any changes that occur in advance of the notice of intent to strike received by Client from the union. Upon receipt of the notice of intent to strike, Client shall immediately notify Huffmaster via telephone and in writing and provide a confirmed order of Personnel specifying exact numbers per area of practice. Failure to timely notify Huffmaster may result in a delay in deployment of the Personnel and Huffmaster shall be excused from its deployment timelines for the length of any delay in notification.

4.10 Performance Evaluation of Personnel. Client shall promptly complete and provide Huffmaster with a formal performance evaluation form supplied by Huffmaster for each Personnel provided in connection with the assignment's completion date.

4.11 Timekeeping. Client shall ensure a supervisor is available and authorized to certify Personnel time sheets at the conclusion of each shift worked by Personnel. In the absence of a Client supervisor, Client shall not dispute the hours worked by Personnel. Copies of these timesheets shall be made available to Client within a reasonable time upon Huffmaster's receipt of a written request.

5. Health Care Staffing

5.1 Joint Commission Standards. Huffmaster will coordinate with Client to the extent necessary to meet or exceed the Joint Commission Standards provided by Personnel. Each Facility shall be assigned two (2) Labor Coordinators. Personnel shall be subject to Client policies and practices, in the performance of their respective duties.

5.2 Orientation. During Orientation/in-processing, Client shall provide (to applicable Personnel) on-site updated tuberculosis screenings, including any needed x-rays and any Client specific requirements (such as exams, immunizations, and titers), at no expense to Huffmaster. If Huffmaster can administer Client specific requirements that are in addition to Huffmaster's requirements, and Client desires that Huffmaster administers such additional requirements, Huffmaster shall charge Client for all costs incurred in connection therewith plus an additional 15% of such costs, as compensation for organizing

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and administering such Client specific requirements. **Client shall provide to Huffmaster any and all documentation, including but not limited to, physicals, PPD's, chest x-rays, titers, immunizations, testing, and/or facility specific requirements administered to Personnel by Facility.** Client shall provide Personnel with Orientation that Client feels appropriate for each assignment. Orientation will be considered as hours worked by the Personnel at regular hourly bill rates and will accrue towards overtime.

5.3 Access to Books & Records. To the extent required by Sections 1861(v)(1)(I) of the Social Security Act, until the expiration of four (4) years after the furnishing of Services under this Agreement, Huffmaster shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents and records of Huffmaster, as are necessary to certify the nature and extent of the cost hereunder. If Huffmaster carries out any of its duties under this Agreement through a subcontract, for the value or cost of $10,000 or more over a twelve (12) month period, with a related organization, such a subcontract shall contain a clause placing the same duty on the subcontractor as this contract places on Huffmaster.

5.4 HIPAA Obligations. Client acknowledges Huffmaster is not a business associate pursuant to HIPAA and will not provide Huffmaster, its supervisors, or local coordinators, protected health information as defined under HIPAA. Huffmaster is providing the Personnel as part of the Client's workforce, and the Client provided Orientation will identify and train all Personnel on Client's HIPAA policies and procedures. In the event the Client requires Huffmaster to execute a business associate agreement, it shall apply if, and only to the extent, Huffmaster is considered a business associate.

5.5 HIPAA Obligations for Staff. The parties understand that the Personnel, in the performance of their assigned responsibilities, may require access to identifiable protected health information for patients of Client. Huffmaster will provide healthcare professionals with basic HIPAA informational guidelines prior to assignment at the Facility. Huffmaster shall also provide to each healthcare professional the Client's confidentiality requirements relative to identifiable protected health information for patients as communicated and provided to Huffmaster by Client in advance of any assignment of a healthcare professional. Client shall be solely responsible for providing the necessary Facility specific training to healthcare professional at the time of assignment as required by HIPAA and consistent with the training provided to other members of Clients' workforce. For purposes of HIPAA compliance, all healthcare professionals assigned to the Facilities shall be considered part of Client's workforce. The parties acknowledge that although healthcare professionals supplied to Client may have access to identifiable protected health information as part of the performance of their duties, such access shall be solely under the direction and control of Client.

6. Expenses and Accommodations

6.1 Office Use. Client shall provide Huffmaster with an office with telephone and internet service for its on-site management team a minimum of three (3) days prior to deployment of Huffmaster Personnel, to be located at the place of accommodations for Personnel.

6.2 Travel Costs. Client shall be billed travel costs by air and/or ground, to and from the assignment for Personnel. This charge will be the actual cost of travel for the existing Personnel and travel for any replacement Personnel, subject to additional fees and charges detailed below.

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6.2.1 Air Travel. If travel by air, Client shall pay the cost of coach airfare, baggage and travel agent service fees. Huffmaster shall book all flights as round-trip tickets to get the best possible cost savings for Client. Huffmaster may book refundable tickets if they are available and it is cost efficient. If, for any reason a change in air travel is required, Client shall be responsible for change fees.

6.2.2 Ground Travel. If travel by ground, Client shall pay mileage fees at the business rate identified by the Internal Revenue Service.

6.2.3 Non-Refundable Fees. Client shall pay the cost of any non-refundable airline or accommodation reservation fees, not to exceed $150.00 per reservation.

6.3 Accommodation of Personnel. Client shall pay the actual cost of living accommodations, one person to a room, for all non-local personnel.

6.4 Per Diem. Client shall pay a per diem charge of $50.00, beginning with the day of travel to the facilities and concluding with the day of travel from the facilities, for each person assigned to Client.

6.5 Administrative Charge. In addition to other fees and charges, Client shall pay a Seven Percent (7%) administrative fee computed on, and in addition to, the actual costs of travel, housing and rental vehicles, or other accommodations arranged for and paid by Huffmaster.

6.6 Licensing Fees. Client shall pay all licensing fees necessary for Personnel to perform the Services. Costs include, but are not limited to, licensing fees, overnight shipping/mailing, transcripts, license verification(s), and any other associated costs/fees.

6.7 Background Checks; Drug Screening. Upon the Client's request, Huffmaster shall require the Personnel to submit to a background check and/or a 9-panel saliva drug test prior to the Personnel performing the Services. Client shall be invoiced for the costs of all background checks and drug screens. The Client's selection of a background check or drug screen different than that suggested by Huffmaster may result in a delay in deployment and/or additional fees.

6.8 Client Services. Client shall retain professional and administrative responsibility for all Services provided by Personnel, to the extent required under applicable state and federal laws. All Personnel shall remain under the direct supervision of Client.

6.9 Transportation of Personnel. Huffmaster shall organize and provide all local transportation needed to transport the Personnel to and from the housing location to Client's jobsite. Personnel shall not be required to utilize any transportation provided by the Client and may elect to arrange their own transportation to and from the worksite. To the extent Huffmaster incurs any cost in the transportation of Personnel, Client shall be responsible for such costs plus the Huffmaster administrative fee described in Section 6.5.

6.10 Equipment. In the event Huffmaster-supplied equipment is damaged or destroyed by any third party, including any Client employees or strikers, Client shall pay the actual cost of repairing or replacing the damaged equipment.

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6.11 Standards of Personnel. Huffmaster shall make all reasonable efforts to provide Personnel in accordance with the requirements of the Client as outlined in the attached schedule(s).

6.12 Supervision of Temporary Replacement Personnel. Huffmaster employees will provide administrative supervision of the Personnel. The Client shall be responsible for all workplace and work product supervision of the Personnel.

6.13 Payment of Personnel. Huffmaster shall be responsible for making payments to all Personnel, including all subcontractors under contract with Huffmaster to provide the Services to the Client, including payment of wages, federal and state income tax withholdings, social security tax withholdings, unemployment insurance, workers' compensation and other obligations imposed by federal, state and local law.

6.14 Testimony After the Term. If, after Services are concluded, Client requests Huffmaster Personnel give testimony in any type of proceeding, administrative or judicial, Client shall be obligated to pay all expenses at the Personnel's rate as set forth in this Agreement, including travel costs and other fees.

6.15 Removal of Personnel. Client shall notify Huffmaster of its request to replace any Personnel and provide written documentation of such in a timely manner for Huffmaster's future evaluation of the Personnel. Client may replace any Personnel for Cause (defined below), with written notice to Huffmaster, and not incur any additional charges. For purposes of this Agreement, "for Cause" shall be defined as the Personnel's gross negligence, gross misconduct, fraud or material failure to perform duties as required by his or her job description. Client shall be responsible for all replacement costs for any replacement Personnel in the event a replacement is terminated without cause. Client shall be billed for, and required to pay for, all Personnel hours, guarantees and expenses up until the time Huffmaster receives written notice and reason for the discharge from Client plus any additional expenses related to the replacement of the Personnel, as determined in Huffmaster's sole discretion. Huffmaster will make good faith efforts to obtain a suitable replacement of the discharged Personnel upon Client's request.

7. Insurance

7.1 Insurance Requirements. Both parties shall furnish, at their own expense, and keep in full force and effect through the term of this Agreement, the following insurance coverage:

7.1.2 Workers' Compensation Insurance: As required by the laws and regulations applicable to and covering employees of Huffmaster engaged in the performance of the Services under this Agreement.

7.1.3 Employers Liability Insurance with a limit of not less than $250,000.00.

7.1.4 General Liability Insurance: With combined coverage aggregate limits of liability of not less than $5,000,000.00 for bodily injury and property damage.

7.1.5 Professional Liability Insurance: If the provided Personnel are subject to professional liability requirements, the parties shall each acquire professional liability insurance for all such workers in the amount of $1,000,000.00 per occurrence and $3,000,000.00 aggregate.

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7.2 Additional Insured. Client shall name Huffmaster as an additional insured on all insurance policies required pursuant to this Agreement.

7.3 Vehicle Insurance. If any vehicles are supplied by a rental agency for Huffmaster operations, Huffmaster may elect to obtain insurance in its sole discretion. The cost of rental, insurance and operation shall be passed through to Client. Billing may be in the form of estimated daily rates until the rental vehicles are returned, and the bill can be adjusted to the actual cost to Huffmaster. If Client contracts for the rental of vehicles or provides its vehicles for use by Huffmaster's employees or Personnel while performing their duties, Client shall be responsible for all costs of operation and shall maintain a minimum of $1,000,000.00 liability insurance on each owned or rented vehicle.

7.4 Property Damage. Client shall defend and hold harmless Huffmaster for any property damage to rental vehicles.

7.5 Waivers of Subrogation. Client shall waive and require its insurers providing coverage by these requirements, including workers' compensation, to waive subrogation rights against Huffmaster and all other additional insured(s) for losses and damages incurred and/or paid under the insurance policies required by these requirements or other insurance applicable to Huffmaster or its subcontractors, suppliers, or other affiliated entities. If the insurance policy referred to in this Section 7 requires an endorsement to provide for continued coverage of the additional insured, the Client will cause them to be so endorsed.

8. Waivers & Indemnity

8.1 Waiver of Claims. Client waives any and all rights of recovery against Huffmaster for damages or losses incurred by Client; unless such damage or loss was caused by the negligence of the Personnel supplied by Huffmaster and is directly related to the job duties assigned by Client.

8.2 Mutual Indemnification. Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party ("Indemnified Party") and its affiliates, officers, directors, shareholders, members, employees or agents from any and all liabilities, losses, damages, claims, penalties, fines, suits, judgments, costs and expenses (including reasonable attorney's fees and costs or any investigation or related action thereto) (collectively, "Claims") incurred by, or imposed or asserted against the Indemnified Party by a third party that arise from or in connection with any of the following matters: (a) errors, omissions, misconduct or negligence of the Indemnifying Party or any of the Indemnifying Party's officers, directors, members, shareholders, employees and agents, or (b) breach of the Agreement including breach or incorrectness of any representation or warranty made herein by the Indemnifying Party and/or the Indemnifying Party's failure to comply with any applicable Laws. The Indemnified Party shall provide the Indemnifying Party with written notice within ten (10) days of learning of any Claims or complaints that may reasonably result in the indemnification of the Indemnified Party, provided, however, that failure by the Indemnified Party to provide notice to the Indemnifying Party shall not relieve the Indemnifying Party of its obligations under this Section. The Indemnified Party will permit the Indemnifying Party to control the defense and settlement of the Claim, provided the Indemnifying Party may not choose an attorney(s) nor settle the claim without the Indemnified Party's prior written consent (which will not be unreasonably withheld). The Indemnified Party may (at its own cost) engage its own counsel to participate in the defense and settlement of the claim.

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8.3 Disclaimer of Guarantee. Huffmaster is not an insurer and although the purpose of this Agreement is to provide the Personnel in an attempt to avoid or minimize certain risks of loss by Client; there is no guarantee by Huffmaster, implied or otherwise, that losses to Client will be avoided.

9. Limitation of Liability

9.1 No Consequential Damages. Neither party will be liable to the other for consequential, incidental, indirect, punitive, or special damages (including loss of data, revenue, or profits) except to the extent any of the above are recoverable as direct damages arising from or relating to this agreement, even if the parties have been apprised of the possibility of such damages occurring.

9.2 Liability Cap. Huffmaster's total liability to the client under or arising out of this agreement shall be limited to the greater of the aggregate amounts paid or due and owing by client to Huffmaster or the amount covered by insurance.

9.3 Limitations. The foregoing limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

9.4 Safety Act. Notwithstanding anything to the contrary in this agreement, to the extent Huffmaster's liability is limited pursuant to the safety act, or other applicable law, such limitation shall have full force and effect.

10. Independent Contractor

The parties are independent contractors. This Agreement does not create an employment relationship, partnership or joint venture between the parties or any of their employees, agents or subcontractors. Huffmaster shall be solely responsible for payment of all wages, insurance, taxes, licenses, fees and withholdings due to, or with respect to, its officers, directors, employees, agents and subcontractors. Client is not the employer of and shall have no direct employer related liability to or with respect to, Personnel hired or retained by Huffmaster pursuant to this Agreement.

11. Client Responsibilities

11.1 Notification Requirements. Client shall timely notify Huffmaster of staffing needs and any changes that occur.

11.2 Legal Compliance. Client shall comply with all federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to any of the foregoing (collectively, "Laws"). Violations of such Laws, including the engaging in unfair, deceptive, or abusive acts or practices may, in Huffmaster's sole discretion, be cause for immediate termination of this Agreement. Client shall promptly notify, in writing, Huffmaster of any material violations of Law alleged or determined to exist by any governmental or regulatory agency, court, or any other entity against Huffmaster or involving Huffmaster's practices, policies, or services. Client also agrees to abide by any state specific Addendum attached hereto.

11.3 Reports to Huffmaster. Client agrees to immediately report to the Huffmaster signatory any incident involving a risk to patient safety, quality of care or a security incident involving property damage, where Huffmaster's employees or Personnel are involved. This includes errors, injuries and safety hazards, as defined by Joint Commission standards, for Sentinel Events both reportable and not reportable. Client also agrees to immediately notify the Huffmaster signatory, of any incident involving the occurrence of, or any risk of, property damage, injury, and any event which may result in a claim,

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including for disability insurance or worker's compensation, whenever Huffmaster's employees or the Personnel are involved. As applicable, Huffmaster and Client will cooperate with each other to conduct an investigation of the employee/Personnel's role in the incident, identifying possible causes and actions that can be taken by each party in the future to prevent recurrence.

11.4 Worker's Compensation. Client agrees to notify Huffmaster, by both telephone and e-mail, within twenty-four (24) hours of learning of a possible Workers' Compensation injury and will provide all corresponding reports to Huffmaster within seven (7) days of the injury.

11.5 Non-Solicitation of Personnel. During the Term of this Agreement and for a period of one (1) year following the termination or expiration hereof, Client will not solicit, interview, hire, or discuss employment prospects with any officer or employee of Huffmaster without its prior written approval.

11.6 Personal Protection Equipment (PPE). Client shall be responsible for providing all required Personal Protective Equipment (PPE) to Personnel listed in the attached schedule(s) as required by law, CDC or OSHA guidance or industry standards. Client's failure to provide the necessary PPE shall be deemed a breach of this Agreement under which Huffmaster may immediately terminate this Agreement.

12. Miscellaneous

12.1 Force Majeure. Neither party shall be liable for any failure to perform its obligations under this Agreement, where such failure is caused by any occurrence, event or other matter, which is beyond the control of such party, including, without limitation, court order, order of Federal, State or Local government, acts of God, failures or delays in transportation, explosions, sabotage, accidents, riots, civil commotions, acts of war and other similar causes.

12.2 Assignment. Neither party may assign or delegate this Agreement or any of its rights or duties hereunder, directly, indirectly, by operation of law or otherwise, without the written consent of the other, and any such purported assignment or delegation shall be void. Notwithstanding the foregoing, Huffmaster may assign this Agreement or any rights thereunder, to any parents, subsidiaries, divisions, or affiliate entities, or in connection with the sale or other transfer of substantially all of Huffmaster's equity or assets to which this Agreement relates.

12.3 Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

12.4 Arbitration. Except as otherwise provided in this Agreement, any dispute or controversy arising under, out of, in connection with, or in relation to this Agreement, any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Southfield, Michigan, in accordance with the Commercial Arbitration Rules of the American Arbitration Association through a single arbitrator. If the parties cannot agree to a single arbitrator, the parties shall each select an arbitrator that will work together to select the single arbitrator. Any award rendered therein shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction thereof. The costs of the arbitrator shall be split equally between the parties.

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12.5 Choice of Law & Venue. The construction, interpretation, and performance of this Agreement and all transactions under it will be governed by the laws of the state the Services will be performed in, excluding its choice of law rules. Any dispute or controversy arising out of or related to this Agreement or any breach hereof, or the termination of this Agreement, must be brought in the State or Federal Courts of a state a party is headquartered or domiciled. The parties waive the right to trial by jury in any proceeding. In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover all its costs and expenses, including attorney's fees and costs to collect these costs.

12.6 Integration and Modification. This Agreement, and any other document incorporated herein by reference, may not be modified or altered unless any such modification or alteration is signed by each of the parties hereto. In the event of a conflict between this Agreement and any incorporated Schedule, SOW, or Addendum, the Schedule, SOW, or Addendum shall control.

13. Contagion Outbreak Responsibilities

Should a Huffmaster staff member be quarantined while deployed at a Client facility, Client will assume the costs for a quarantine which consists of lodging, per diem, 40 hours per week wages for up to 14-days, not to exceed the amount of $9,000 per person. During any Contagion Outbreak, to be eligible for such support individuals must comply with all regulations, national, state, local, or Company including but not limited to the following: wearing masks in all public places including restaurants at all times except while sitting and eating, maintaining social distancing as defined by a minimum of 6 feet in public places, limiting exposure to the public including restricting exposure to contagion by limiting attendance to high risk areas such as bars, events or other as defined by the local health authority (including staying home while completing 'essential worker' tasks and functions).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date shown below.

COUNTY OF MONTEREY, on behalf of
NATIVIDAD MEDICAL CENTER

BY: DocuSigned by: Andrea J. Rosenberg, Assistant Administrator, Operations & Support Services
69FE3A7515BA4AD...
for Charles R. Harris, M.D., Interim CEO,

TITLE: Natividad Medical Center

DATE: 8/20/2021 | 4:35 PM PDT

HUFFMASTER CRISIS RESPONSE, INC.

BY: Scott Cassady

TITLE: Senior Director

DATE: 8/20/2021

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel
By: DocuSigned by:
Date: 8/20/2021 | 3:36 PM PDT

Approved as to Fiscal Provisions
By: _____
Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager
By: DocuSigned by:
Date: 8/20/2021 | 4:11 PM PDT

DocuSign Envelope ID: 5348860A-9974-4BAE-A05A-BE39FDCDD52F

SCHEDULE A
TEMPORARY REPLACEMENT STAFFING

Huffmaster shall schedule and have available for assignment the following Personnel:

Allied & Service Personnel	**Straight Time**	**Overtime**	**Double Time**
7 OR Tech	$83.88 per hour	$125.82 per hour	$167.76 per hour

All Temporary Replacement personnel will be billed at an overtime rate of 1.5 times the quoted hourly rate for hours worked in excess of eight **(8)** hours per day. All Temporary Replacement personnel and Administrative Personnel will be billed at an overtime rate of 2.0 times the quoted hourly rate for hours worked in excess of twelve **(12)** hours per day and all hours worked on the seventh consecutive day.

Equipment: Huffmaster will require the following equipment to be used while performing Services under this Agreement:

(7) Cars, billed at vehicle rental rate plus the cost of operation.

Client must issue verbal instructions to deploy the Personnel by 1200-hours (Noon) on _____ **(notification date)**, to Craig Cassady (248) 202-5735 (Cell) or Huffmaster (800) 446-1515 so as to enable personnel to arrive at a local hotel on _____ prepared to move on site on _____or as quickly as possible, based on notification by Client to mobilize Personnel.

Verbal instructions must be accompanied by written instructions to deploy Personnel, delivered via fax to (248) 597-7055 or e-mail to cassady@huffmaster.com.

The following terms and conditions apply to any employee of Huffmaster assigned to Client pursuant to this Agreement ("Personnel").

1. **HUFFMASTER REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS); INDEMNIFICATION**

1.1 Client participates in the California Public Employee Retirement System ("CalPERS"). As such, Huffmaster and Client must be mindful of restrictions on the employment of persons who are not participating in CalPERS, as well as those persons who are retirees under CalPERS (hereinafter, "PERS annuitant").

1.2 Huffmaster shall identify in writing to Client any Personnel with prior PERS affiliation who is sent to report for Client service under the Agreement, at least two (2) business days prior to the individual being assigned by Huffmaster for service to Client.

1.3 Huffmaster shall identify in writing to Client any PERS annuitant who is sent to report for Client service under the Agreement, at least two (2) business days prior to the individual being assigned by Huffmaster for service to County.

1.4 The term "identify" is defined for purposes of this section to include both (1) the Personnel's name and (2) the last four digits of Personnel's Social Security Number.

1.5 The term "PERS affiliation" is defined for purposes of this section to mean the Personnel had previously worked for a governmental entity that participates or participated in CalPERS.

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1.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

1.7 Should Huffmaster fail to properly identify a PERS annuitant or a Personnel with prior PERS affiliation, Huffmaster shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to Client of such individual.

1.8 Subject to any applicable limitations of law, at Huffmaster's expense as described herein, Huffmaster agrees to indemnify, defend and hold harmless the County of Monterey from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against the County of Monterey, its employees, or its purported agents or independent contractors as a result of any finding, order, judgment or other ruling that any of Personnel is a retired annuitant or common law employee for periods during which services were performed under this Agreement.

2. PERSONNEL ARE EMPLOYEES SOLELY OF HUFFMASTER; EMPLOYMENT RELATED CLAIMS; INDEMNIFICATION

2.1 Nothing in this Agreement shall create an employer and employee relationship between Personnel and Client. At all times, the Personnel shall remain an employee of Huffmaster. Huffmaster agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners or consultants including but not limited to compliance with federal and state and local wage and hours laws, laws governing workers' compensation, Social Security, lay-off or termination compensation, withholding and payment of any and all federal, state and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessments or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. Huffmaster shall cover Personnel assigned to Client under Huffmaster's own workers compensation policy throughout the term of this Agreement.

2.2 At Huffmaster's expense as described herein, Huffmaster agrees to defend, indemnify, and hold harmless the County of Monterey, its officers, agents, employees, members, subsidiaries, parent, affiliates, and successors in interest from and against any claim, demand, action, proceeding, threatened or actual, judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of Huffmaster's or Client's alleged failure to pay, when due, all such compensation, premiums, taxes and obligations and including any claim of whatever nature brought by any employee of Huffmaster or any applicant of Huffmaster for employment, arising out of the hiring, or failure to hire the employee/applicant, or arising out of any aspect of his/her employment by Huffmaster and the termination thereof (collectively referred to for purposes of this Section as "Employment Claim(s)"). Huffmaster shall pay to Client any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by Client.

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3. TEMPORARY EMPLOYEES

3.1 Huffmaster shall be responsible for tracking cumulative hours per Personnel for all assignments with Client.

3.2 Huffmaster shall notify Client when an individual Personnel's hours working for Client are approaching 650 hours in a fiscal year (7/1-6/30).

3.3 Subject to any State of California exemptions in place to ensure adequate staffing during the COVID-19 pandemic, Client shall not pay Huffmaster for services rendered beyond 720 hours per fiscal year.

COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER	HUFFMASTER CRISIS RESPONSE, INC.
BY: DocuSigned by: Andrea J. Rosenberg, Assistant Administrator, Operations & Support Services 69FE8A7515B741AD... for Charles R. Harris, M.D., Interim CEO,	BY: Scott Cassady
TITLE: Natividad Medical Center	TITLE: Senior Director
DATE: 8/20/2021 | 4:35 PM PDT	DATE: 8/20/2021

Introduced: 7/14/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:

It is recommended the Board of Supervisors:

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.

SUMMARY/DISCUSSION:

Vigilant Neuromonitoring is a company that provides intraoperative neuromonitoring (IONM) and neurodiagnostic services. They specialize in using electrical signals from the nervous system during surgery to minimize the risk of neurological damage after the procedure.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel reviewed and approved this amendment No. 2 as to form, and the Auditor-Controller reviewed and approved as to payment provisions. The amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on July 11, 2025.

FINANCING:

The cost for this amendment No. 2 is $200,000 of which $85,000 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6613.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Vigilant will provide intraoperative neuromonitoring for patients undergoing Neuro Procedures in the Operating Room. Technologists shall monitor patient's nervous system via a computer monitor with real time remote supervision by a Group Physician in accordance with Hospital Rules

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

Prepared by: Wally Sayles Director Surgical services 831 772-7771
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Vigilant Neuromonitoring Amendment No. 2
Vigilant Neuromonitoring Renewal and Amendment No. 1
Vigilant Neuromonitoring Agreement

Attachments on file with the Clerk of the Board

Introduced: 7/14/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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

Prepared by: Wally Sayles Director Surgical services 831 772-7771
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Vigilant Neuromonitoring Amendment No. 2
Vigilant Neuromonitoring Renewal and Amendment No. 1
Vigilant Neuromonitoring Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 304E2A1B-9B34-4819-B983-24560B35D625

Agreement A-15549

AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
VIGILANT NEUROMONITORING, LLC
FOR
INTRAOPERATIVE NEUROPHYSIOLOGICAL MONITORING

This Amendment No. 2 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Vigilant Neuromonitoring, LLC (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, COUNTY and CONTRACTOR had previously entered into an Agreement for Services (hereinafter "Agreement") on October 1, 2021 to provide intraoperative neurophysiological monitoring services for Natividad Medical Center with a two year term and a total Agreement amount not to exceed $200,000; and

WHEREAS, the Agreement expired on September 30, 2023; and

WHEREAS, COUNTY and CONTRACTOR renewed and amended the Agreement on January 17, 2024 retroactively to October 1, 2023, to extend the term for an additional three (3) year period for a revised full Agreement term of October 1, 2021 through September 30, 2026, with no change to the total Agreement amount not to exceed $200,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with no changes to the Agreement term of October 1, 2021 through September 30, 2026 and no changes to the original scope of work with a $200,000 increase for a revised not to exceed agreement amount of $400,000.

AGREEMENT

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

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

1. **Section 2.1**. Section 2.1 to the Agreement is hereby amended to read in its entirety the following: **"2.1 Compensation**. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"),** upon the terms and conditions set forth therein. The total amount payable by the Hospital to the Contractor under this Agreement shall not exceed Four Hundred Thousand Dollars ($400,000)**."**

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

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

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4. This Amendment No. 2 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
Monterey County Deputy County Counsel

Date: 6/26/2025 | 4:49 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
Monterey County Chief Deputy Auditor-Controller

Date: 6/27/2025 | 9:59 AM PDT

CONTRACTOR

VIGILANT NEUROMONITORING LLC

CONTRACTOR's Business Name
Signature instructions below

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

TERRY SISCO, CEO
Name and Title

Date: 06-24-2025

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

Steven Graham CFO
Name and Title

Date: 6-25-2025

DocuSign Envelope ID: FBBD1B32-E8C6-43D4-97DF-D29AB998FE1B

RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
VIGILANT NEUROMONITORING, LLC
FOR
INTRAOPERATIVE NEUROPHYSIOLOGICAL MONITORING

This Renewal and Amendment No. 1 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Vigilant Neuromonitoring, LLC (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, COUNTY and CONTRACTOR had previously entered into an Agreement for Services (hereinafter "Agreement") on October 1, 2021 to provide intraoperative neurophysiological monitoring services for Natividad Medical Center with a two year term and a total Agreement amount not to exceed $200,000; and

WHEREAS, the Agreement expired on September 30, 2023; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement retroactive to October 1, 2023, to extend the term for an additional three (3) year period through September 30, 2026 for a revised full Agreement term of October 1, 2021 through September 30, 2026 to allow for continued need of CONTRACTOR's services, and no change to the total Agreement amount not to exceed $200,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

1. Section 5.1 "Term" Section in the Agreement shall be amended to the following:
   "The term of this Agreement is from October 1, 2021 through September 30, 2026 unless sooner terminated pursuant to the terms of this Agreement"

2. If there is any conflict or inconsistency between the provisions of Agreement or this Renewal and Amendment No. 1, the provisions of this Renewal and Amendment No. 1 shall govern.

3. This Renewal and Amendment is effective retroactively on October 1, 2023.

DocuSign Envelope ID: FBBD1B32-E8C6-43D4-97DF-D29AB998FE1B

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 1 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 1/17/2024 | 8:19 AM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C8EGE1B99F444A9...
Monterey County Deputy County Counsel

Date: 1/16/2024 | 5:09 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF04E57454F6...
Monterey County Chief Deputy Auditor-Controller

Date: 1/17/2024 | 7:54 AM PST

CONTRACTOR

Vigilant Neuromonitoring
CONTRACTOR's Business Name
Signature instructions below

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

Isis Caouette Director of Operations
Name and Title

Date: 1/8/2024

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

_____
Name and Title

Date: _____

***SIGNATURE INSTRUCTIONS**

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

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

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15549

a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute an Agreement with Vigilant Neuromonitoring LLC for intraoperative neurophysiological monitoring services at Natividad for an amount not to exceed $200,000 for the term October 1, 2021 through September 30, 2023.

b. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) of the original cost of the agreement per each amendment.

PASSED AND ADOPTED on this 28th day of September 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 28, 2021.

Dated: October 1, 2021
File ID: A 21-481
Agenda Item No.: 24

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

Julian Lorenzana, Deputy

PROFESSIONAL SERVICES AGREEMENT

by and between

NATIVIDAD MEDICAL CENTER ("Hospital")

and

VIGILANT NEUROMONITORING, LLC ("Contractor")

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this **"Agreement"**) is entered into as of October 1, 2021, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and VIGILANT NEUROMONITORING, LLC, a Delaware limited liability company (**"Contractor"**). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties."**

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor is a limited liability company organized under the laws of the State of Delaware, consisting of employees and contractors, including physicians board certified for the practice of medicine in the specialty of neurology (collectively, **"Group Physicians"** and each, a **"Group Physician"**), and technologists certified in intraoperative neurophysiologic monitoring by the American Board of Registration of Electrodiagnostic Technology (collectively, **"Technologists"** each, a **"Technologist"** and together with Group Physicians, the **"Group Providers"**).

C. Hospital must arrange for the provision of intraoperative neurophysiological monitoring of patients undergoing surgical procedures at Hospital (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Professional Services. Contractor shall provide the intraoperative neurophysiological monitoring and other neurodiagnostic services as set forth in **Exhibit 1.1** (the **"Services"**) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

1.2 Time Commitment. Contractor shall cause Group Providers to provide the Services on an as needed basis as requested by Hospital from time to time. Technician shall arrive one (1) hour before the scheduled start time of the surgery. Hospital shall forward to Contractor a list of all Patients who require such Services on or before the day of surgery.

1.3 Availability. Contractor shall ensure that one (1) or more of its Technologists and one (1) or more of its Group Physicians are available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. Group Providers shall use their best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.4 Medical Staff. Each Group Physician shall be a member in good standing and active on the Hospital's Medical Staff and have and maintain all clinical privileges at Hospital necessary for the performance of Group Physician's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), any Group Physician is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Group Physician's obligations hereunder, such Group Physician shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that such Group Physician diligently pursues such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws; and provided, however, that, at all times, Group Physician has been granted privileges to perform the Services. Any Group Physician may obtain and maintain medical staff privileges at any other hospital or health care facility at Group Physician's sole expense.

1.5 Professional Qualifications.

(a) Each Group Physician shall have and maintain an unrestricted license to practice medicine in the State. Each Group Physician shall be board certified in neurology by the applicable medical specialty board approved by the American Board of Medical Specialties. Each Group Physician shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

(b) Each Technologist shall have and maintain certification as a Certified Neurophysiologic Intraoperative Monitoring (**"CNIM"**) Technologist, or be eligible for certification as a CNIM Technologist by the American Board of Registration of Electroencephalographic and Evoked Potential Technologists. Contractor shall ensure that Technologists who are only eligible for certification obtain such certification within one (1) year of being granted clinical privileges at Hospital.

1.6 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor and each Group Provider shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

1.7 Performance Standards. Contractor and each Group Provider shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.8 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.8** (the **"Code"**), and agrees that Contractor and each Group Provider has been given ample opportunity to read, review and understand the Code. With respect to Contractor's and the Group Providers' business dealings with Hospital and their performance of the Services described in this Agreement, neither Contractor nor any Group Provider shall act in any manner which conflicts with or violates the Code, nor cause another person to act in any manner which conflicts with or violates the Code.

Contractor and each Group Provider shall comply with the Code as it relates to their business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.9 Continuing Medical Education. Contractor shall ensure that each Group Provider participates in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.10 Use of Space. Contractor and each Group Provider shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.11 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence Provider any one or more of the following events:

(a) Contractor or any Group Provider becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical or certification board, as applicable, any agency responsible for professional licensing, certification, standards or behavior, or any medical staff;

(b) the medical staff membership or clinical privileges of any Group Provider at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) any Group Provider becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) any Group Provider voluntarily or involuntarily retires from the practice of medicine or the provision of CNIM, as applicable;

(e) any Group Provider's license to practice medicine or certification, as applicable, in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(f) Contractor or any Group Provider is charged with or convicted of a criminal offense;

(g) Contractor changes the location of Contractor's office;

(h) any act of nature or any other event occurs which has a material adverse effect on Contractor's or any Group Provider's ability to provide the Services; or

(i) Contractor or any Group Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.12 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) no Group Provider's license to practice medicine or certification, as applicable, in any state has ever been suspended, revoked or restricted; (b) neither Contractor nor any Group Provider has ever been reprimanded, sanctioned or disciplined by any licensing, certification or medical specialty board; (c) neither Contractor nor Group Provider has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) no Group Provider has ever been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) no Group Provider's medical staff membership or clinical privileges at any hospital or health care facility have ever been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) no Group Provider has ever been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.13 Nondiscrimination. Neither Contractor nor any Group Provider shall differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.14 Exclusive Services.

(a) During the term of this Agreement, Hospital shall not, except as otherwise set forth in **Exhibit 1.14**, without the prior written consent of Contractor, employ or contract with any person or entity other than Contractor to provide the Services. Nothing in this Section is intended or shall be construed to preclude Hospital from granting clinical privileges to any other physician or technologist consistent with the Hospital Rules that would permit such physician or technologist to provide professional services.

(b) In the event Contractor fails to or is reasonably anticipated to be unable to provide staffing and/or coverage for provision of the Services in accordance with the terms and conditions of this Agreement, Hospital shall have the right, at its option and notwithstanding any provision of this Agreement to the contrary, to make alternative arrangements for the provision of the Services. Hospital's rights under this Section shall not (i) relieve Contractor of its obligations under this Agreement, (ii) affect Hospital's right to terminate this Agreement, or (iii) adversely affect Hospital's right to seek indemnity as a result of the breach of this Agreement by Contractor.

1.15 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor and Group Providers shall comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.16 Medical Records and Claims.

(a) Contractor shall ensure that each Group Provider prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.16(b) shall survive the expiration or termination of this Agreement.

1.17 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.18 Group Providers.

(a) Contractor shall employ, contract with, or otherwise engage Group Providers. Contractor has initially engaged those Group Providers listed (and identified by NPI number) on **Exhibit 1.18(a)** to provide the Services, which Group Providers are hereby approved and accepted by Hospital.

(b) Contractor may from time to time engage one (1) or more additional Group Provider (including locum tenens physicians) to provide the Services under this Agreement, subject to Hospital's prior written approval, which approval may be given, withheld or conditioned by Hospital in its sole discretion. In the event Hospital withholds approval with respect to any additional Group Provider, such Group Provider shall not be entitled to any "fair hearing" or any other hearing or appellate review under any provision of the Medical Staff Bylaws, unless Hospital determines that the withholding of approval is reportable to any state's medical board or other agency responsible for professional licensing, standards or behavior.

(c) Contractor shall ensure that, during the term of this Agreement, any and all Group Providers (including locum tenens physicians) providing the Services satisfy the professional standards and qualifications set forth in this Article I of this Agreement.

(d) Contractor shall provide prompt written notice to Hospital in the event any Group Provider resigns, is terminated by Contractor, or otherwise ceases to provide the Services.

(e) Contractor shall ensure that the Services are performed only by Group Providers who have been approved and accepted by Hospital, and have not been removed in accordance with this Agreement.

(f) Contractor shall cause each Group Provider providing the Services to comply with all obligations, prohibitions, covenants and conditions imposed on Contractor pursuant to this Agreement. Contractor shall cause each Group Provider to execute and deliver to Hospital a letter of acknowledgment in the form attached as **Exhibit 1.18(f)** prior to providing any Services under this Agreement.

1.19 Quarterly Reports. Contractor shall provide quarterly reports. Reports shall include data that may be used to analyze quality, utilization review and risk management for future quality and efficiency of surgeries.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein.

2.2 Billing and Collections. Contractor shall be solely responsible for billing and collecting for all Services rendered to Patients pursuant to this Agreement (**"Contractor Services"**). Contractor agrees that such collections shall be Contractor's sole compensation for Contractor Services. All billing shall be in compliance with applicable laws, customary professional practice, the Medicare and Medicaid Programs and other third party payor programs, whether public or private.

(a) **Billing Compliance.** Contractor shall comply with all applicable Laws, including those of the Federal Health Care Programs, customary professional practice, and other third party payor programs, whether public or private, in connection with billing and coding for Contractor Services provided pursuant to this Agreement. Contractor shall adopt and maintain billing and coding compliance policies and procedures to ensure Contractor's compliance with applicable Laws, including those of the Federal Health Care Programs. Hospital shall have reasonable access to Contractor's records in order to assure Contractor's compliance with this Agreement.

(b) **Patient Information.** Hospital shall take all necessary and reasonable steps to provide Contractor appropriate patient information to facilitate Contractor's billing for the Contractor Services rendered pursuant to this Agreement.

(c) **Separate Billing.** Neither Contractor nor Hospital shall bill for, guarantee the ability to collect, or have any claim or interest in or to the amounts billed or collected by the other Party. Contractor shall cooperate with Hospital in completing such claim forms for Patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(d) **Debt Collection Practices.** Contractor shall comply, and shall ensure that any collection agency engaged by Contractor complies, with the Fair Debt Collection Practices Act (15 U.S.C. 1692, et seq.) and Section 1788, et seq. of the California Civil Code (collectively, the **"Debt Collection Acts"**). Contractor shall not, and shall ensure that any collection agency engaged by Contractor does not, with respect to any Hospital patient who is not enrolled in any HMO, PPO, POS or other third party payor plan or program, or Medicare, Medicaid or any other government funded health care benefit plan or program: (i) use wage garnishments or liens on primary residences as a means of collecting unpaid bills for Contractor Services rendered by Contractor pursuant to this Agreement, or (ii) report adverse information to a consumer credit reporting agency or commence civil action against any such patient for nonpayment at any time prior to one hundred fifty (150) days after initial billing for Contractor Services rendered by Contractor pursuant to this Agreement.

(e) **Collection Agencies.** Hospital shall have the right to object to Contractor's use of any collection agency that engages in conduct that violates the Debt Collection Acts or Section 2.2(d) of this Agreement, or that results in the unreasonable annoyance or harassment of patients. Contractor shall either cure this problem or discharge the collection agency within thirty (30) days following written notice of objection by Hospital. If this problem occurs a second time, Contractor shall discharge the collection agency within thirty (30) days following written notice of objection by Hospital.

2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 Evidence of Coverage. Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

3.3 Insurance Coverage Requirements. Without limiting Contractor's or Group Provider's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance**, covering Contractor and each Group Provider with coverage of not less than One-Million Dollars ($1,000,000) per Group Provider per occurrence and Three-Million Dollars ($3,000,000) per Group Provider in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor and Group Provider is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor and Group Provider shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(c) **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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. 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 and Group Providers complete their performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor, Group Providers, 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 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 from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff 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 and each Group Provider 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor and each Group Provider shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor's or Group Providers' performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "Contractor's performance" includes Contractor's and Group Providers' acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor and Group Providers, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor or any Group Provider shall be construed to make or render Contractor or any Group Provider the agent, employee or servant of County. Contractor and each Group Provider agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor and each Group Provider is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's and Group Provider's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor or Hospital and any Group Provider. No Group Provider shall hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor or any Group Provider with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract with any Group Provider.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's or any Group Provider's professional medical judgment or the methods by which Contractor or any Group Provider performs professional medical services; provided, however, that Contractor and Group Providers shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor and the Group Providers shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor or the Group Providers best qualified to deliver medical services to any particular patient; provided; however, that neither Contractor nor any Group Provider shall refer any Hospital patient to any provider or health care services which either Contractor or any Group Provider knows or should have known is excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor or Hospital and the Group Providers, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor, Group Provider or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor or any Group Provider to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital 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 Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on October 1, 2021 (the **"Effective Date"**), and shall continue until September30, 2023 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor or any Group Provider where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) neglect of professional duty by Contractor or any Group Provider in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital's policies, rules or regulations;

(c) there is a "substantial change" in Contractor which has not received prior written approval or subsequent ratification by Hospital. The retirement, withdrawal, termination, or suspension of one (1) or more Group Providers of Contractor at any time during the term of this Agreement shall be considered to be a "substantial change" in Contractor only if there is a reduction in hours equivalent to in excess of one full-time Group Provider. Notwithstanding anything in the foregoing to the contrary, the retirement, withdrawal, termination, or suspension of any single Group Provider of Contractor shall not constitute a "substantial change" in Contractor as that term is used herein;

(d) breach by Contractor or any Group Provider of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(e) 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 of any jurisdiction;

(f) 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 prior to the effective date of such termination, reduction, non-renewal or cancellation;

(g) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(h) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor or any Group Provider from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor or any Group Physician referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor or any Group Provider;

(vi) subject Hospital or Contractor, any Group Provider, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, and (ii) those rights and obligations which expressly survive termination or expiration of this Agreement;

(b) upon Hospital's request, Contractor and any Group Provider shall immediately vacate the premises, removing any and all of Contractor's and Group Providers' personal property, and Hospital may remove and store, at Contractor's expense, any personal property that either Contractor or any Group Provider has not so removed;

(c) Contractor and Group Providers shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's or Group Providers' possession or under Contractor's or Group Providers' control;

(d) Contractor and Group Providers shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital;

(e) The expiration or termination of this Agreement shall not entitle Contractor or Group Providers to the right to a "fair hearing" or any other similar rights or procedures more particularly set forth in the Medical Staff bylaws or otherwise; and

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Immediate Removal of Group Providers. Contractor shall immediately remove any Group Provider from furnishing Services under this Agreement who:

(a) has his or her Medical Staff membership or clinical privileges at Hospital terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(b) has his or her license to practice medicine in the State, DEA registration, or certification, as applicable, denied, suspended, restricted, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) is convicted of a felony, a misdemeanor involving fraud, dishonesty, or moral turpitude, or any crime relevant to Services or the practice of medicine or provision of CNIM;

(d) is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent;

(e) fails to satisfy any of the standards and qualifications set forth in Sections 1.4, 1.5, 1.7 and 1.9 of this Agreement; or

(f) fails to be covered by the professional liability insurance required to be maintained under this Agreement.

5.8 Removal of Group Providers upon Hospital Request. Upon written request by Hospital, Contractor shall immediately remove any Group Provider from furnishing Services under this Agreement who:

(a) engages in conduct that, in Hospital's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of Hospital;

(b) fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;

(c) is unable to perform services as required under this Agreement for more than thirty (30) days in the aggregate over any three (3) month period; or

(d) within a twelve (12) month period, has two (2) or more medical malpractice judgments filed against him or her, or he or she becomes the subject of two (2) or more proceedings by the Medical Staff regarding the performance of professional medical services.

5.9 Effect of Removal. Upon the removal of a Group Provider pursuant to Section 5.7 or Section 5.8 of this Agreement, Contractor shall employ, contract with, or otherwise engage, at its cost and expense, a qualified substitute for the removed Group Provider, or shall demonstrate to Hospital's satisfaction Contractor's ability to continuously perform the Services without such a substitute. Failure to take such action shall constitute a material breach of this Agreement, subject to Section 5.2. Nothing herein shall be construed to limit Hospital's rights under Section 5.2 or any other provision of this Agreement.

5.10 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's or any Group Provider's possession or under Contractor's or any Group Provider's control.

5.11 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.

ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 **Assignment.** This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Contractor. Contractor shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 **Compliance with HIPAA.** Contractor and Group Providers shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 **Compliance with Laws and Accreditation.** Contractor and Group Providers shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, **"Laws"**) applicable to Contractor and Group Providers, the provision of the Services, or the obligations of Contractor and Group Providers under this Agreement, including without limitation laws that require Contractor or any Group Provider to disclose any economic interest or relationship with Hospital. Contractor and Group Providers shall take actions necessary to ensure that the Hospital is operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 **Compliance with Medicare Rules.** To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any duly authorized agent or representative, a copy of this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.6 Confidential Information.

(a) During the term of this Agreement, Contractor and Group Providers may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor or Group Providers, or to which Contractor or Group providers may gain access in the performance of the Services under this Agreement, or which Contractor or any Group Provider knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Neither Contractor nor any Group Provider shall use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor and Group Providers shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor and any Group Provider protects his, her, or its own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor and Group Providers prepare, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor and Group Providers shall return to Hospital all Confidential Information and all copies thereof in Contractor's and Group Providers' possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Neither Contractor nor any Group Provider shall copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.8 Disclosure of Interests. Contractor or any Group Provider shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's or any Group Provider's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor or any Group Provider under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor and Group Providers shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall ensure that no Group Provider accepts consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall ensure that no Group Provider accepts similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which a Group Provider served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.18 New Group Providers. Each new Group Provider shall agree in writing to be bound by the terms of and conditions of this Agreement.

6.19 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's or Group Providers' duties under this Agreement.

6.20 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.21 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as

specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Gary Gray, D.O., Chief Medical Officer

If to Contractor, addressed to:

VIGILANT NEUROMONITORING, LLC
20331 Irvine Avenue E2
Newport Beach, CA 92660
Attention: Brian Tatomir

6.22 Participation in Federal Health Care Programs. Contractor hereby represents that neither it nor any Group Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.23 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.24 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.25 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.

6.26 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[signature page follows]

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

VIGILANT NEUROMONITORING, LLC, a Delaware limited liability company

By: Brian Tatomir Date: August 30, 2021

Its PARTNER

By: _____

Its _____

NATIVIDAD MEDICAL CENTER

_____ Date: 9/30, 2021

Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

_____ Date: 9/20/2021, 20__

Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

_____ Date: 9-20-2021, 20__

Deputy Auditor/Controller

Exhibit 1.1

SERVICES

Contractor shall, through its Group Providers:

1. provide intraoperative neuromonitoring of Patients identified by Hospital. Technologists shall apply surface and subdermal needle electrodes carefully and accurately on Patients to achieve the appropriate signals. Once signals are achieved, Technologists shall monitor the Patient's nervous system via a computer monitor with real-time remote supervision by a Group Physician in accordance with Hospital Rules.

2. immediately alert the Patient's surgeon of any changes to the Patient's status during the procedure; and

3. provide neurodiagnostic services on an as-needed basis, including routine and ambulatory electroencephalograms, with or without long-term monitoring, with or without video.

Exhibit 1.8

Natividad MEDICAL CENTER

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 08/11
Standard: MSP004-2	**Approved: MEC** 08/11 **BOT** 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.

2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Contribute to the overall educational mission of NMC.

6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.

6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.

8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.

2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.

8. Harassment

    a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

        1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

        2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

        3. Otherwise aversely affects an individual's employment opportunity.

    b. Harassing conduct includes, but is not limited to:

        1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

        2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;

12. Single incident of egregious behavior, such as an assault or other criminal act.

13. Criticism of NMC staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Exhibit 1.14

EXCEPTIONS TO EXCLUSIVITY

Exhibit 1.18(a)

GROUP PROVIDERS

[List Approved Group Providers Below]

Group Provider	NPI Number
Marc Nuwer	1578589727
Inna Keselman	1003075037
Lara Schrader	1962420240
Ranmal Samarasinghe	1588906606
Anna Koblik	1972967982

Exhibit 1.18(f)

LETTER OF ACKNOWLEDGEMENT

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906

Ladies and Gentlemen:

I acknowledge that NATIVIDAD MEDICAL CENTER (***"Hospital"***) and VIGILANT NEUROMONITORING, LLC (***"Contractor"***) have entered into a Professional Services Agreement (***"Agreement"***) under which Contractor shall perform specified Services (as defined in the Agreement), and that I have been engaged by Contractor to provide Professional Services as a ***"Group Provider"*** (as defined in the Agreement). In consideration of Hospital's approval of me as a Group Provider eligible to furnish the Services, I expressly:

1. Acknowledge that I have read those portions of the Agreement referenced in this Letter of Acknowledgement, and agree to abide by and comply with all of the requirements of the Agreement applicable to Group Providers;

2. Acknowledge that I have read the Code, and agree to abide by and comply with the Code as they relate to my business relationship with Hospital or any Affiliates, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind;

3. Acknowledge that I have no employment, independent contractor or other contractual relationship with Hospital, that my right to practice at Hospital as a Group Provider is derived solely through my employment or contractual relationship with Contractor;

4. Acknowledge that upon the expiration or termination of the Agreement for any reason, or the termination of my employment or other affiliation with Contractor for any reason my clinical privileges to provide Services and my Medical Staff membership if such clinical privileges are the only privileges I hold, will each immediately be relinquished, without any action on the part of Hospital and/or the Medical Staff;

5. Acknowledge that, with regard to all of the foregoing, I will not be entitled to any "fair hearing" or any other hearing or appellate review under any provision of the Medical Staff Bylaws, unless Hospital determines that my removal, or the termination of my right to provide Professional Services, as applicable, is reportable to any state's medical board or other agency responsible for professional licensing, standards or behavior, and hereby waive any right to demand or otherwise initiate any such hearing or appellate review under any provision of the Medical Staff Bylaws.

Sincerely,

Brian Tatomir
[Name of Group Provider]

Exhibit 2.1

COMPENSATION

1. **Compensation.** Hospital shall pay to Contractor in accordance with the fee schedule set forth below:

Cases per Month	1-6	7-13	14+
Price per case	$1,650.00	$1,550.00	$1,400.00

- Cancellation Charge $400.00 per case
- Weekend/Holiday additional Charge $400.00 per case
- After hours start, 5 pm or later, will be billed an additional $31.25/15 minute increments for each additional hour after 4 hours.
- Compensation is inclusive of travel expenses, Contractor shall not receive additional reimbursement for travel expenses

2. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective October 1, 2021 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and VIGILANT NEUROMONITORING, LLC ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. **DEFINITIONS**

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R.
§ 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Vigilant Neuromonitoring, LLC
20331 Irvine Avenue, Suite E-2
Newport Beach, CA 92660
Attn: Brian Tatomir
Phone: 949-212-6679
Fax: 877-987-7729

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Compliance Officer
Phone: 831.755.4111
Fax: 831.757.2592

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

VIGILANT NEUROMONITORING, LLC

By: Brian Tatomir

Print Name: Brian Tatomir

Print Title: PARTNER

Date: August 30, 2021

COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER

By: [signature]

Print Name: Charles R. Harris, M.D.

Print Title: Interim CEO

Date: 9/30/21

Introduced: 7/15/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:

It is recommended the Board of Supervisors:

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.

SUMMARY/DISCUSSION:

The purpose of this agreement is to engage a national Cardiology Consulting company (ECG Management Consultants) to provide data, Cardiology statistics, and guidance for the appropriate growth of our Cardiology Service Line. Natividad Medical Center has enjoyed significant growth in all of our cardiovascular services over the last 5 years. This growth has been very beneficial financially for the County of Monterey and Natividad Medical Center.

The Cardiology Service line has been a great benefit to our community of patients. We now are able to keep the patients in our facilities rather than sending the patients to other providers. Our recent growth of cardiologists on site,(from 2 to 5.5) has increased the need to examine future appropriate clinical offerings for the patients in keeping with the standards of cardiology care continuum. The

consultants will make recommendations for additional appropriate cardiology procedures and testing.

The ECG consultants will provide geographic data and demand for cardiology services in our Primary, Secondary, and Tertiary catchment areas. With this statistical data a more informed decision can be reached as to what type of clinical cardiology services would be needed for future considerations. An example might be in answering the question "Should Natividad Medical Center begin to provide Interventional Cardiology services?"

In addition to the above, ECG Consultants will also provide a financial analysis and review of Cardiology billing by examining 60 current patients. The review will examine all aspects of appropriate billing, making sure that maximal legal reimbursement is being achieved. The consultants will also provide any necessary education to Cardiology physicians and staff based upon the findings from the audits of the 60 patients.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on March 14, 2025.

FINANCING:

The cost for this agreement is $115,000 of which $110,000 is included in the FY 2025-26 Recommended Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6613.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Supporting and expanding our clinical cardiology service line also supports the County of Monterey's economic development. New clinical cardiovascular offerings will keep Natividad Medical Center engaged in the latest Standards for local and regional cardiology care. In addition, it allows our patients to remain local in Salinas instead of being outsourced to other medical centers at much higher costs for the County. This potential for increased clinical offerings will strengthen our ability to further support Trauma Care and Medical Education at our local Medical Center.

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

Prepared by: W. Mike Barber, Director of Cardiovascular Services 831-772- 7826
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Executive Consulting Group, LLC, dba ECG Management Consultants, a Delaware LLC Agreement

Attachments on file with the Clerk of the Board

Introduced: 7/15/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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

Prepared by: W. Mike Barber, Director of Cardiovascular Services 831-772- 7826

Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Executive Consulting Group, LLC, dba ECG Management Consultants, a Delaware LLC Agreement

Attachments on file with the Clerk of the Board

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Natividad MEDICAL CENTER

County of Monterey Agreement for Services
(Not to Exceed $200,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center, an acute care hospital ("COUNTY"), and Executive Consulting Group, LLC dba ECG Management Consultants, a Delaware LLC hereinafter "CONTRACTOR (collectively, COUNTY and CONTRACTOR are referred to as the "Parties.").

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

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in conformity with the terms of the Agreement. The services are generally described as follows: CV Service Line Strategy, Coding & Billing Review

PAYMENTS BY COUNTY; COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $115,000.

TERM OF AGREEMENT; the term of this Agreement is from May 1, 2025 through April 30, 2026 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last and CONTRACTOR may not commence work before COUNTY signs this Agreement.

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.

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

Exhibit A: Scope of Services/Payment Provisions
Addendum No. 1 to Agreement
Business Associates Agreement
Addendum No. 1 to Business Associates Agreement

1. PERFORMANCE STANDARDS:

1.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of COUNTY, or immediate family of an employee of COUNTY.

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

1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or

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supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

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

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

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2.3. ~~CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.~~

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

3. TERMINATION:

3.1. During the term of this Agreement, COUNTY may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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

4. INDEMNIFICATION:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY (hereinafter "COUNTY"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The CONTRACTOR shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

5. INSURANCE:

5.1. ~~Evidence of Coverage:~~

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~~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.~~

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~~This verification of coverage shall be sent to Natividad's Contracts 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 COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.~~

5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.

5.3. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.7. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California

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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.

6. Other Insurance Requirements:

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

6.2. Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance**.

6.4. Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts Department, showing that CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to Natividad's Contracts Department. 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 the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from 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

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of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

7.2. 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.

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

7.4. Access to and Audit of Records: 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 or $10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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8. ~~Royalties and Inventions: COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.~~

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

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

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

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Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY and CONTRACTOR's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: Benjamin Colton Attn: ECG Management Consultants Address: 11455 El Camino Real, Suite 360 City, State, Zip: San Diego, CA 92130 FAX: n/a Email: bcolton@ecgmc.com

MISCELLANEOUS PROVISIONS:

13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the Contractor.

13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by 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.

13.4 Contractor. The term "Contractor" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of 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.

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13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

13.13 Construction of Agreement. 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.

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

13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between 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 COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.

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

Signature Page to follow

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COUNTY OF MONTEREY, FOR THE PROVISION OF SERVICES FOR NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Signed by: Stacy Saetta 696D21D44C4341D... _____
Monterey County Deputy County Counsel

Date: 7/14/2025 | 8:55 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6... _____
Monterey County Deputy Auditor/Controller

Date: 7/14/2025 | 11:38 AM PDT

CONTRACTOR

Executive Consulting Group, LLC dba ECG Management Consultants, a Delaware LLC
Contractor's Business Name*** (see instructions)

DocuSigned by: Andrew Bachrodt 5C51DC21B1DB437...
Signature of Chair, President, or Vice-President

Andrew Bachrodt Partner
Name and Title

Date: 7/7/2025 | 2:05 PM PDT

By: Signed by: Benjamin Colton 17D678EF3FFD423... _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Benjamin Colton Partner
Name and Title

Date: 7/11/2025 | 9:42 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 (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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Exhibit A:
Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:

ECG Management Consultants will assist Natividad with continued planning for expansion of the cardiovascular (CV) service line to include elective interventional cariology procedures, EP, PCI, (Component A) or other services and an evaluation of coding and billing for the cardiologists which will include on-site cardiology coding and billing processes (Component B). ECG will provide a summary of findings and recommendations, written audit reports for each audit group, with a case-by-case write-up of the encounters reviewed, including a summary table of the errors itemized by patient and subtotaled by provider, a written description of all documentation and/or coding errors and an explanation of our code selection, an estimate of the financial impact of the coding inaccuracies and an education session presentation.

II. CONTRACTOR Obligations:

Component A: Service Line Strategy

Task One: Review, Validate, and Summarize Findings of Prior Assessment
CFA delivered a preliminary report to Natividad that details the current state of the service line, market size/opportunity, and preliminary thoughts on potential expansion of services. This report was not formally delivered to the Natividad team, however, and the overall findings require validation and summarization to ensure Natividad can act on the opportunity detailed in the report. To accomplish this, ECG will perform the following:

- Review the full report from CFA.
- Validate the market sizing and overall findings in the report by researching the data elements already detailed.
- Bring in additional benchmarks and analyses to round out the analysis as needed.
- Summarize the report from CFA by developing a concise presentation, and present findings to Natividad CV service line leadership team.

Task Two: Conduct a Benchmark Analysis of CV Provider Productivity
A key task in more fully understanding the current state of the CV service line at Natividad is determining how the practice patterns of its current providers compare to

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benchmark. This will help Natividad understand if there is opportunity for enhanced revenue through adjustments to current billing practices, and it will also inform if there are opportunities to enhance clinical offerings to better serve CV patients. In support of this task, ECG will:

- Gather current provider productivity data, including all professional services billed.
- Benchmark productivity data against ECG's physician compensation survey.
- Identify areas of similarity and difference between Natividad provider practice patterns against expected practice profiles nationally.

Task Three: Develop Strategic Options for CV Service Line Expansion

In addition to summarizing the report previously developed by CFA, ECG will expand on the recommendations in that report to establish a set of strategic options for Natividad. In support of this task, ECG will:

- Utilize ECG's CV service line framework to describe the opportunities and challenges facing Natividad.
- Conduct a qualitative cost-benefit analysis of two or three strategic options for Natividad to consider.
- Deliver an executive summary presentation to Natividad CV service line leaders to chart strategic next steps.

Component B: Coding and Billing Review

Task One: Review Background Materials

Prior to initiating this component, we will issue an information request and work with you to collect and review all relevant background data. Examples of this information include:

- A list of providers (partners and non-partners) that includes subspecialty, full-time equivalent status, and tenure with the group.
- Physician CPT data.
- Financial and other statistical reports for the two most recent fiscal years, including revenue cycle and denials information.
- Organizational charts and staffing information related to coding and revenue cycle functions.
- A list of available revenue cycle and coding technology.

Task Two: Interview Stakeholders

In conjunction with our review of background materials, we will interview key leaders, including physicians and management, to gain an understanding of their perceptions of:

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- Expectations related to compliance and physician engagement in the coding process.
- Issues and opportunities in the use of technology as it relates to coding, documentation, and charge submission.
- Potential factors that may impede improvements in performance.
- Preferences related to education and attendant learning styles.

Task Three: Assess Coding and Billing Operations

We will spend approximately two days on-site conducting operational walk-throughs of cardiology coding and billing processes, performed by the providers, as well as any relevant support functions (e.g., centralized coding). Workflows that will be evaluated include, but may not be limited to:

- Documentation.
- Charge review and abstraction.
- Charge capture and data entry.
- Prebill edit resolution.
- Denials management.
- Audit and education.

While performing the walk-throughs, we will consider the following:

- Consistency and adherence to documented policies and procedures
- Effectiveness of operations and utilization of existing technologies (e.g., use of work queues, National Correct Coding Initiative edits, system interfaces)
- Linkage of the centralized coding team, clinic staff, providers, department staff, and compliance/audit staff, as well as the effectiveness of the communications among the groups (e.g., feedback loops)
- Operation/process control points and associated management tools for measuring performance and addressing backlogs

Task Four: Complete a Charge Capture Audit

We will evaluate two nonconsecutive weeks of arrived visits and validate whether there are billed charges within the system for those patients. We will also review open encounter reports, outstanding physician query reports, write-off reports, and other documents that may help explain any variance between arrived visits and billed charges.

Task Five: Complete a Documentation and Coding Audit

Using a representative sample of accounts (10 E&M visits and 10 procedural cases per provider, for a total of 120 encounters), ECG will first code each encounter. We will then prepare an individual, case-by-case coding analysis that will compare the original

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procedure coding, modifier application, and diagnostic coding to our recommended coding of the same elements. Additionally, we will identify documentation deficiencies or other issues that can be modified to improve the quality of the medical records and potentially offer additional revenue capture opportunity. Audits will be completed using Medicare rules, unless Natividad instructs us to utilize payer specific guidelines for select cases.

Upon delivery of the audit findings, we will give Natividad the opportunity to provide a rebuttal for any cases you may disagree with using our standard template. The rebuttals will be reviewed and considered by the originating auditor and addressed, as appropriate.

Task Six: Validate Findings and Summarize Current-State Opportunities
After we have completed the diagnostic tasks described above, ECG will prepare a brief assessment of Natividad's cardiology professional fee coding and billing, including our major findings and recommendations for current-state operations. We will then meet with key stakeholders to review and validate these findings.

Task Seven: Provide an Education Session to Cardiologists
Subsequent to the approval of ECG's findings and recommendations, we will prepare and deliver an educational session to the cardiologists and relevant support staff that will include guidance on documentation standards, proper coding, and effective charge controls and reconciliation. As necessary and at an additional cost, we are also available to provide one-on-one training sessions with the physicians regarding the results of their individual audits.

III. County Obligations:

- County agrees to the delivery of necessary data for ECG to conduct analyses and outputs for the project.
- County agrees to make availability of staff, executives, and providers to participate in interviews, steering committee meetings, or other necessary meetings.

IV. Pricing/Fees:

- ECG charges for services based on the professional fees and project-related expenses incurred. Professional fees will be determined by the actual hours worked on the engagement at ECG's standard hourly rates. Based on the understanding of the needed services, total professional fees will not exceed $100,000 as outlined below:

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  - Component A, Service Line Strategy: $40,000
  - Component B, Coding and Billing Review: $60,000
- ECG's standard hourly rates are based on the level of individual consultant, as indicated below:
  - Partner - $840
  - Principal – $630
  - Associate Principal - $610
  - Senior Manager - $590
  - Manager - $475
  - Senior Consultant - $390
  - Consultant - $340
- Project-related expenses will be billed in addition to professional fees. These expenses include and (2) a charge of 5% of professional fees for all other expenses, including document production and indirect administrative expenses such as technology, research and benchmarking databases, and communications. Project-related expenses are expected to be approximately 10% to 15% of professional fees.
- County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the ***Monterey County Travel and Business Expense Reimbursement Policy***. A copy of the policy is available online at https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/disbursements To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not more than those charged any other client for the same services performed by the same individuals.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, 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.

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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN EXECUTIVE CONSULTING GROUP, LLC, D/B/A ECG MANAGEMENT CONSULTANTS A DELAWARE LLC, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR CV SERVICE LINE STRATEGY, CODING AND BILLING REVIEW SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Executive Consulting Group, LLC, d/b/a ECG Management Consultants, a Delaware LLC, (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Section 2.3, PAYMENT CONDITIONS. Section 2.3 is hereby deleted in its entirety and replaced with the following**:**

CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. If not otherwise specified, the CONTRACTOR may submit such invoice monthly, with the final invoice provided not later than 90 days after completion of the services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as 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.

II. Section 3.2, TERMINATION. Section 3.2 is hereby deleted in its entirety and replaced with the following:

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COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good Cause" include the failure of CONTRACTOR to perform the require services at the time and in the manner provided under this Agreement.

III. Section 5.1, INSURANCE. Section 5.1 is hereby deleted in its entirety and replaced with the following:

Evidence of Coverage: Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as require herein has been obtained. Individual endorsements as required by this Agreement and executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to Natividad's Contracts 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 COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

IV. Section 8, ROYALTIES AND INVENTIONS. Section 8 is hereby deleted in its entirety and replaced with the following:

Work Product and Contractor Data. All deliverables and any final reports provided to COUNTY shall belong to COUNTY and shall not be provided by CONTRACTOR to any other entity. CONTRACTOR retains full ownership of its data and information, including, without limitation, playbooks, pricing information (excluding the pricing in this Agreement and in any amendments thereto) and commercial strategies, technical know-how and trade secrets, supplier information, notes, analyses, compilations, forecasts, studies, work product, data, and other materials prepared by CONTRACTOR ("Contractor Data") but not any information provided by COUNTY. CONTRACTOR grants COUNTY a fully paid up, irrevocable, perpetual, non-royalty bearing, non-exclusive, non-transferable license, which is sublicensable only to affiliates of COUNTY, to use any of the Contractor Data provided by CONTRACTOR to COUNTY as part of the Services. COUNTY acknowledges that in the course of this engagement CONTRACTOR may provide third-party data that is used under license by CONTRACTOR. No sublicense is created by the inclusion of this data in CONTRACTOR documents, and COUNTY agrees that this data is for COUNTY's use only in connection with the Services and may not be used for any other purposes or shared with third parties other than affiliate of COUNTY.

Use of Contractor Data and Work Product. The Services and all deliverables are intended solely for internal use by COUNTY and its affiliates and may not be used or

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referred to in any offering statement, purchase or financing agreement, or other documents without approval in writing from CONTRACTOR. Depending on the proposed use, such approval may require additional work and associated expenses.

V. Section 13.17 MISCELLANEOUS PROVISIONS. Section 13.19 is hereby added:

Limitation of Liability. EXCEPT FOR THE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF $100,000 OR TWO TIMES THE TOTAL FEED PAID FOR THE SERVICES UNDER THIS AGREEMENT.

Signature page to follow.

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

Natividad Medical Center	**Executive Consulting Group, LLC** **d/b/a ECG Management Consultants**
	DocuSigned by: Andrew Bachrodt 5C51DC21B1DB437...
Charles R. Harris, Interim CEO	Signature of Chair, President or Vice-President
	Andrew Bachrodt Partner
Date	Printed Name and Title
	7/7/2025 | 2:05 PM PDT
Approved as to Legal Provisions:	Date
Signed by: Stacy Saetta 696D21D44C4341D...	Signed by: Benjamin Colton 17D678EE3EED423...
Monterey County Deputy County Counsel	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
7/14/2025 | 8:55 AM PDT	Benjamin Colton Partner
Date	Printed Name and Title
	7/11/2025 | 9:42 AM PDT
Approved as to Fiscal provisions:	Date
DocuSigned by: Patricia Ruiz E79EE64E5745456...	Signature Instructions
Monterey County Chief-Deputy Auditor-Controller	For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
7/14/2025 | 11:38 AM PDT	
Date	

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective May 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 Natividad Medical Center ("Covered Entity") and Executive Consulting Group, LLC dba ECG Management Consultants, a Delaware LLC ("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 ("HIPAA), 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, 45 C.F.R. Part 160 and Part 164, Subpart 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 requirement.

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

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1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; 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 of PHI or Personal Information, 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 the medical identity theft 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 individuals, 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 includes EPHI**.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a 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;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) 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);

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(d) 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);

(e) 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;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required 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. 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 a Breach. 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. 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 comply with the requirements of Section 3.1(a)(i) below;

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(i) 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) 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, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

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AB

~~(b) In consultation with the Covered Entity, Business Associate shall 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. 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 any required notification to affected individuals, appropriate government agencies, and, if necessary the media, 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 year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;~~

7/7/2025 | 2:05 PM PDT

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) 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 the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information 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;

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(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) 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. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) 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;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) 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 ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) 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;

(k) 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;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

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that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

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4.1 **Term**. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 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; 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 Business Associate's provision of Services to Covered Entity.

DS
AB

4.4 **Effect of Termination**. Upon termination or expiration of this BAA for any reason, Business Associate shall return 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 the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (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 Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7/7/2025 | 2:05 PM PDT

5. MISCELLANEOUS

5.1 **Survival**. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 **Amendments; Waiver**. This 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, the HITECH Act, or California Confidentiality

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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 to the facsimile telephone numbers listed below.

If to Business Associate, to:

Benjamin Colton
Attn: ECG Management Consultants
11455 El Camino Real, Suite 360
San Diego, CA 92130
Phone: 6174581178
Fax:

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

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 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.

Docusign Envelope ID: 6DA69AA6-F634-47D6-9D51-67AF507179BC

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 the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

DS AB

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 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 related or other agreement between the Parties.

7/7/2025 | 2:05 PM PDT

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5.9 **Applicability of Terms.** This BAA applies to all present and future Service 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.

7/7/2025 | 2:05 PM PDT

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5.10 **Insurance**. In addition to any general and/or professional liability insurance required of Business Associate, 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 and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. 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.

7/7/2025 | 2:05 PM PDT

5.11 **Legal Actions**. Promptly, but no later than five (5) business 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.

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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, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

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: Andrew Bachrodt 5C51DC21B1DB437...	By:
Print Name Andrew Bachrodt	Print Name:
Print Title Partner	Print Title:
Date: 7/7/2025 | 2:05 PM PDT	Date:

Docusign Envelope ID: 6DA69AA6-F634-47D6-9D51-67AF507179BC

ADDENDUM NO. 1

TO BUSINESS ASSOCIATES AGREEMENT BY AND BETWEEN EXECUTIVE CONSULTING GROUP, LLC dba ECG MANAGEMENT CONSULTANTS, A DELAWARE LLC, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR CV SERVICE LINE STRATEGY, CODING AND BILLING REVIEW SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Business Associates Agreement for Services (hereinafter "BAA") by and between Executive Consulting Group, LLC dba ECG Management Consultants, a Delaware LLC, (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the BAA, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached BAA.

NOW, THEREFORE, NMC and CONTRACTOR agree that the BAA terms and conditions shall be amended, modified, and supplemented as follows:

I. Section 3.1 (b), RESPONSIBILITIES OF BUSINESS ASSOCIATE. Section 3.1 (b) is hereby deleted in its entirety and replaced with the following:

"In consultation with the Covered Entity, Business Associate shall 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. 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 any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, reasonable attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;"

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II. Section 3.3 (e), RESPONSIBILITIES OF COVERED ENTITY. Section 3.3 (e) is hereby added in its entirety:

"Covered Entity represents that any PHI that is Disclosed from Covered Entity to Business Associate is the minimum necessary amount of PHI needed to accomplish the intended purpose of the Disclosure. In addition, Covered Entity shall only disclose ePHI to Business Associate that has been encrypted (as that term is defined in 45 CFR § 164.304) in a manner that is consistent with the "Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the Department of Health and Human Services as published in the Federal Register (74 FR 19006) on April 27, 2009."

III. Section 4.4, EFFECTIVE OF TERMINATION. Section 4.4 is hereby deleted in its entirety and replaced with the following:

"Upon termination or expiration of this BAA for any reason, Business Associate shall destroy or return 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 the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors or require its Subcontractors to destroy any PHI in their possession. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (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 Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities."

IV. Section 5.8, INDEMNIFICATION. Section 5.8 is hereby deleted in its entirety and replaced with the following:

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"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 (to the extent such penalty is assessed due to the action or omission of Business Associate and not the action or omission of Covered Entity or an indemnified party hereunder) 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 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 related or other agreement between the Parties. Notwithstanding anything in this BAA to the contrary, Business Associate's aggregate liability to Covered Entity, County, and/or an indemnified party hereunder, regardless of theory of liability, shall be limited to the amounts due and payable by Covered Entity to Business Associate under the Services Agreement. Except to the extent such damages arise directly from Business Associate's gross negligence, willful misconduct, PHI breaches, regulatory fines, or material breach of the BAA, in no event shall Business Associate be liable for any consequential, indirect, special or punitive damages under this BAA. Business Associate's indemnification obligations pursuant to this BAA do not apply in the event that any PHI related to a claim was disclosed by Covered Entity to Business Associate in violation of Section 3(e) of this BAA."

V. Section 5.9, APPLICABILITY OF TERMS. Section 5.9 is hereby deleted in its entirety and replaced with the following:

"This BAA applies to all present and future Service 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 insofar as such conflict or inconsistency pertains to the subject matter of this BAA 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."

Docusign Envelope ID: 6DA69AA6-F634-47D6-9D51-67AF507179BC

VI. Section 5.10, INSURANCE. Section 5.10 is hereby deleted in its entirety and replaced with the following:

"In addition to any general and/or professional liability insurance required of Business Associate, 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 and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request."

Signature page to follow.

Docusign Envelope ID: 6DA69AA6-F634-47D6-9D51-67AF507179BC

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

Natividad Medical Center	**Executive Consulting Group, LLC dba ECG Management Consultants**
Charles R. Harris, Interim CEO	DocuSigned by: Andrew Bachrodt 5C51DC21B1DB437... Signature of Chair, President or Vice-President
Date	Andrew Bachrodt Partner Printed Name and Title
Approved as to Legal Provisions:	7/7/2025 | 2:05 PM PDT Date
Signed by: Stacy Saetta 696D21D44C4341D...	Signed by: Benjamin Colton 17D678E5E35ED423...
Monterey County Deputy County Counsel	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
7/14/2025 | 8:55 AM PDT	Benjamin Colton Partner
Date	Printed Name and Title
Approved as to Fiscal provisions:	7/11/2025 | 9:42 AM PDT Date
DocuSigned by: Patricia Ruiz E70EF64E57454F6...	Signature Instructions
Monterey County Chief-Deputy Auditor-Controller	For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
7/14/2025 | 11:38 AM PDT	
Date	

Introduced: 6/23/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute 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.

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 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.

SUMMARY/DISCUSSION:
Applied Crisis Training and Consulting, Inc. (ACTC) provides consultation and facilitation of suicide prevention services to decrease the number of attempted and completed suicides in Monterey County. In addition, ACTC provides trainings in suicide prevention, suicidal ideation, and behavior treatment essential to clinical staff, contract providers, Monterey County Helping One Another to Prevent and Eliminate Suicide (MC HOPES) Coalition members, and administrators of the Monterey County Behavioral Health Bureau. The Amendment No. 1 revises the Fiscal Year (FY) 24-25 amount to $166,000 and FY 25-26 amount to $98,475, for a revised total agreement amount of $264,475 to continue the provision of services.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Initiative: 2. Build community power and partners' capacity to increase equity and improve health. 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 legal form and fiscal provisions, respectively.

FINANCING:
This Amendment No. 1 is funded by Mental Health Services Act Prevention and Early Intervention (MHSA PEI) and Workforce, Education, and Training (WET). The funds for FY 24-25 are included in the Health Department's Behavioral Health (HEA)12, Unit 8410) FY 24-25 Adopted Budget. The funds for FY 25-26 will be included in the respective Health Department Behavioral Health Bureau (HEA012, Unit 8410) FY 25-26 Requested 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: Charise Walters, Management Analyst II, 755-4708
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
County of Monterey Standard Agreement

Introduced: 6/23/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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SUMMARY/DISCUSSION:
Applied Crisis Training and Consulting, Inc. (ACTC) provides consultation and facilitation of suicide prevention services to decrease the number of attempted and completed suicides in Monterey County. In addition, ACTC provides trainings in suicide prevention, suicidal ideation, and behavior treatment essential to clinical staff, contract providers, Monterey County Helping One Another to Prevent and Eliminate Suicide (MC HOPES) Coalition members, and administrators of the Monterey County Behavioral Health Bureau. The Amendment No. 1 revises the Fiscal Year (FY) 24-25 amount to $166,000 and FY 25-26 amount to $98,475, for a revised total agreement amount of $264,475 to continue the provision of services.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Initiative: 2. Build community power and partners' capacity to increase equity and improve health. 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.

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

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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: Charise Walters, Management Analyst II, 755-4708
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
County of Monterey Standard Agreement

Docusign Envelope ID: BCF78905-092D-45AA-8BA5-416430198EB4

AMENDMET NO. 1
TO COUNTY OF MONTEREY STANDARD AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY AND
APPLIED CRISIS TRAINING AND CONSULTING, INC.

THIS AMENDMENT NO. 1 is made to the County of Monterey Standard Agreement "AGREEMENT," by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Applied Crisis Training and Consulting, Inc., hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered an AGREEMENT for the provision of suicide prevention training, program development and facilitation activities in the amount of $200,000 for the term of July 2, 2024 – June 30, 2026; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to revise the Fiscal Year (FY) 2024-25 and FY 2025-26 amount, for a revised total Agreement amount not to exceed $264,475 for the same term of July 2, 2024 – June 30, 2026.

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 the sum of: $200,000,"* and replacing it with, *"The total amount payable by the County to CONTRATOR under this Agreement shall not exceed the sum of $264,475*."

2. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the Agreement to Exhibit A shall be construed to refer to EXHIBIT A-1.

3. Except as provided herein, all remaining terms, conditions, and provision 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 No. 1 shall be attached to the original AGREEMENT executed by the County on July 2, 2024.

Docusign Envelope ID: BCF78905-092D-45AA-8BA5-416430198EB4

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to the Standard Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form [1]
By: DocuSigned by: Kevin Serrano CF464EA4820E4B5...
County Counsel

Date: 6/20/2025 | 1:59 PM PDT

Approved as to Fiscal Provisions[2]
By: DocuSigned by: Jennifer Forsyth 4E7E057875454AE...
Auditor-Controller

Date: 6/20/2025 | 3:20 PM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

APPLIED CRISIS TRAINING AND CONSULTING, INC.
Contractor's Business Name*

By: DocuSigned by: Carly Memoli D8820B713C74452...
(Signature of Chair, President, or Vice-President)*

Carly Memoli, President
Name and Title

Date: 6/13/2025 | 3:50 PM PDT

By: Signed by: Dustin Blomquist CFB4F0B9FC3F4F1...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dustin Blomquist, Secretary
Name and Title

Date: 6/15/2025 | 4:42 PM PDT

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

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required
[3] Approval by Risk Management is necessary only if changes are made in Sections 8 or 9

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EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

This Exhibit A shall be incorporated by reference as part of the Standard Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PURPOSE:

CONTRACTOR will support staff members, contract providers, and the community in Suicide Prevention efforts to decrease the number of attempted and completed suicides in Monterey County. CONTRACTOR will provide training for providers (Workforce Development) (Program 1) and program development, community training, and facilitation for Monterey County Helping One Another Prevent and Eliminate Suicide (MC HOPES), Monterey County's suicide prevention initiative (Program 2). CONTRACTOR will work with Contract Monitor to ensure there are equitable processes in place, so that the MC HOPES Coalition is inclusive and representative of diverse community member needs.

II. PERIOD OF PERFORMANCE:

Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT will be from **July 2, 2024** to **June 30, 2026**.

III. SCOPE OF WORK

A. PROGRAM 1: WORKFORCE DEVELOPMENT

The CONTRACTOR shall provide courses, coaching consultation and/or competency assessment services, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below.

NOTE: The term *Training Hours* is used in this agreement to define the number of hours individuals are actively receiving teaching or coaching. Preparation for courses or coaching, preparation for Continuing Education submission, breaks, and post-course, coaching and consultation activities are not included in the calculation of training hours; these activities are included in the training rate. For courses, Training Hours is equal to the number of hours of Continuing Education credit that a learner would receive if the course is approved for Continuing Education credits.

1. **Courses**
   A course is defined as a structured presentation of information that is prepared in advanced to support participant values clarification, knowledge and skill development in a predetermined area.

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a. Recording Rate

With written permission of CONTRACTOR, COUNTY may video and audio record CONTRACTOR courses. COUNTY will pay CONTRACT twice the course rate of the Virtual course fee for the ability to record. The COUNTY and CONTRACTOR will finalize the recording plan at least one day prior to the date of the training. COUNTY will only use recorded material within a controlled learning management system; COUNTY will not release recording in any way that allows participants to capture recording. COUNTY will use recording for an indefinite period. CONTRACTOR can request in writing that COUNTY terminate use of recording; COUNTY will accommodate request if content is no longer up-to-date or otherwise not appropriate to use for training.

b. Supporting Documentation

For each course of two or more hours, CONTRACTOR will provide the following information at least four (4) weeks prior to the course date:

i. The CONTRACTOR's updated resume, if needed.
ii. A syllabus outlining educational goals, learning objectives, course content broken down by topic and time, and at least five professional sources used to build the course.
iii. A PDF version of slides and any handouts to be used during the course.
iv. Exam Questions: Twelve (12) questions for six (6) hour course; seven (7) questions for all other courses.

c. Types of Courses

Courses	FY 2024-25	FY 2025-26
i. Custom	o Full Day: Six (6) Training Hours. If CONTRACTOR delivers two half day trainings on the same day, these trainings will be considered a Full Day.	o Full Day: Six (6) Training Hours
	o Half Day: Three (3) Training Hours.	o Half Day: Three (3) Training Hours
	o 2 Hour: Two (2) Training Hours	o 2 Hour: Two (2) Training Hours
	o 1 Hour: 1 Training Hour	o 1 Hour: 1 Training Hour
i. Evidence-Base	o Applied Suicide Intervention Skills Training (ASIST) (Two Full Days)	None
	o Suicide Alertness for Everyone (SAFEtalk) (Half Day)	
	o Mental Health First Aid (MHFA) (Full Day)	
	o Counseling on Access to Lethal Means (CALM) (2 Hours)	
	o Be Sensitive Be Brave (2 Hours)	

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d. Cancellation

COUNTY may cancel up to nine hours of coursework total within each fiscal year with no penalty. Starting with hour ten, CONTRACTOR will bill COUNTY 75% of fee for training activity when cancellation occurs by COUNTY staff with notice of 24 hours or less. If cancelled within 72 hours, CONTRACTOR will bill COUNTY 50% of fee for training activity. CONTRACTOR will work with COUNTY staff to reschedule training activity to a date/dates agreeable to both COUNTY and CONTRACTOR.

2. **Coaching**

Coaching is defined as the presentation of knowledge and teaching of skills in direct response to participant learning needs. In contrast to coursework, coaching is less structured, and more responsive to the individualized needs of participants. In contrast to consultation, coaching is focused on the professional development of the participant(s). CONTRACTOR uses their expertise to identify and/or respond to areas of growth to provide learning and recommendations. Coaching may be on-site or via telephone/virtual. CONTRACTOR will not have access to client medical records. Coaching will not include protected health information. Coaching must be pre-approved in writing (including email) by COUNTY.

a. Recording Rate

CONTRACTOR will not charge a fee for recording of coaching sessions. Whether coaching session is recorded will be determined by CONTRACTOR and participant(s).

b. Supporting Documentation

CONTRACTOR will submit a Service Log when invoice includes coaching services. Service Log will include type service (e.g., coaching, consultation, certification), date, length of service, name of service provider, name of recipient(s) and a one sentence summary of service provided. Summary of services will never include protected health information.

c. Types of Coaching

Coaching	FY 2024-25	FY 2025-26
i. Coaching without Content Review	CONTRACTOR will have some, but limited knowledge of coaching question. They will not review any clinical case content prior to the coaching session. CONTRACTOR will bill Hourly rate equal to the number hours, or portion therein, of live coaching.	CONTRACTOR will have some, but limited knowledge of coaching question. They will not review any clinical case content prior to the coaching session. CONTRACTOR will bill Hourly rate equal to the number hours, or portion therein, of live coaching.

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ii. Coaching with Content Review	CONTRACTOR will review taped and/or written clinical content prior to the coaching session. Written and/or oral feedback will be provided to participant who provided taped content. CONTRACTOR will bill Training Hour rate equal to the number, or portion therein, of live coaching.	CONTRACTOR will review taped and/or written clinical content prior to the coaching session. Written and/or oral feedback will be provided to participant who provided taped content. CONTRACTOR will bill Training Hour rate equal to the number, or portion therein, of live coaching.
iii. 90-Minute Coaching Group	CONTRACTOR and, in some instances, a MCHD Co-Facilitator, will lead 90-minute group. CONTRACTOR will be 1.5 training hours. Rate will include preparation and debriefing time.	None

3. **Consultation.**
Consultation is defined as a professional activity for or among colleagues. While the consultee may increase their knowledge and/or skills, the focus is on customer service or program or course development, and not on professional development. CONTRACTOR will not have access to client medical records. Consultation will not include protected health information. Consultation must be pre-approved in writing (including email) by COUNTY.

a. Recording Rate
CONTRACTOR will not charge fee for recording of consultation sessions. Whether consultation session is recorded will be determined by CONTRACTOR and participant(s).

b. Supporting Documentation
CONTRACTOR will submit a Service Log when invoice includes consultation services. Service Log will include type service (e.g., coaching, consultation, certification), date, length of service, name of service provider, name of recipient(s) and a one sentence summary of service provided. Summary of services will never include protected health information.

c. Types of Consultation
Consultation services will be for FY 2024-25 and FY 2025-26

i. *Clinical*
CONTRACTOR will work with consultee to provide support regarding, for example, diagnosis, treatment plan, interventions. All verbal and written communication regarding the consultation will be HIPAA compliant.

ii. *Program Development*
CONTRACTOR will meet with consultee to understand consultation question(s) and, within one month, provide verbal and written

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recommendations to consultee to improve scope and/or effectiveness of MCHD programing, clinical services and/or training.

iii. *Course Development*

With COUNTY pre-approval and guidance, CONTRACTOR will create curriculum specifically for the needs of MCHD that address predetermined learning objectives. Curriculum development does not include changes to a course or training that CONTRACTOR has already developed. Curriculum development may be charged for hours equal to or less than the number of training hours of the course under development. MCHD reserves the right to deliver any content during or after the termination of this contract, that CONTRACTOR developed and invoiced to MCHD. MCHD will attribute the curriculum to the CONTRACTOR. The CONTRACTOR is free to deliver the content to non MCHD audiences; however, the CONTRACTOR must include a statement that the content was developed at the direction of MCHD.

B. PROGRAM 2: MC HOPES

FISCAL YEAR 2024-25

1. Administration

Under the direction of the CONTRACT MANAGER, and any designee of the CONTRACT MANAGER, CONTRACTOR will support the MCHOPES Implementation Team in meeting MCHOPES goals and objectives as defined in MCHOPES Fiscal Year Plan. All community facing meetings and materials will be accessible in English and Spanish. CONTRACTOR will arrange for interpretation services for all Coalition Meetings and all MCHOPES events and will provide all written materials in English and Spanish, for, for example, emails, website content, outreach contents, surveys.

CONTRACTOR will charge a monthly administrative fee which will include, but is not limited to, the following activities:

a. Implementation Meetings

i. CONTRACTOR will convene at least 9 Implementation Team meetings during each fiscal year.

ii. CONTRACTOR will perform all administrative responsibilities associated with Implementation Team meetings, including:

- Schedule, send calendar invites, and maintain contacts.
- Develop and distribute agendas and content with input from COUNTY and Implementation Team members.
- Provide facilitation to ensure smooth and effective meetings, strive for balanced participation, and promote an environment of collaboration and transparency.
- Document, store, and share meeting minutes (transcribe).

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- Monitor attendance and participation of Implementation Team members and strategize with CONTRACT MANAGER, as needed, to improve Implementation team and/or attendance and/or productivity.
- Gather and incorporate Implementation Team member input and involvement in MC HOPES Coalition communications, meetings, and activities.
- CONTRACTOR will work with COUNTY, Implementation Team members and partners to continually review local suicide-related data to inform implementation of MC HOPES activities.
- CONTRACTOR will work with the Implementation Team to identify and commit to a primary implementation focus for each fiscal year; a focus may carryover from one year to the next. The Implementation Team will finalize the primary focus at least two months prior to the start of the next fiscal year (e.g. by May 1). For example, the MCHOPES Implementation Team is currently planning to focus for FY 24-25 on infusing considerations of culture and social identity throughout local suicide prevention activities, including implementation of the Roadmap for Suicide Prevention.
- CONTRACTOR will partner with COUNTY and Implementation Team to align activities with key community initiatives and build and/or sustain relationships with stakeholder groups and community partners.
- CONTRACTOR will develop and regularly update a MC HOPES Procedure Guide, documenting Coalition and Implementation Team activities for sustainability and transparency.

b. Communication with Coalition Members
   i. CONTRACTOR will model Safe and Effective Messaging principles when sharing public information regarding suicide and suicide prevention information and will share guidance and information for Coalition members in Safe and Effective Messaging.
   ii. CONTRACTOR will send coalition members an email at least ten times per year which highlights current events and resources, and which will include a link to the MCHOPES webpage.
   iii. To encourage coalition members to read MCHPOES communications, CONTRACTOR will work with COUNTY to develop, for each fiscal year, a consistent theme for Coalition communications, that, for example, highlights protective factors for suicide and strategies and/or resources to enhance these.
   iv. CONTRACTOR will coordinate welcome orientation with new members of the MC HOPES Coalition.

c. Communication with Community
   i. CONTRACTOR will publish local suicide-related data annually using community-friendly formats.
   ii. CONTRACTOR will publish and distribute suicide-related data in multiple formats and venues to raise awareness, including through Monterey County

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Behavioral Health website, through collaboration with Public Health Information Officer, through printed copies at community events.

iii. CONTRACTOR will collaborate with COUNTY on the continuous development and implementation of communication, marketing, and outreach efforts on behalf of the coalition.

iv. CONTRACTOR will receive, monitor, and, in collaboration with CONTRACT MANAGER, respond to community questions and input.

d. Continuous Quality Improvement

i. CONTRACTOR will work with COUNTY to develop and distribute evaluation forms for all MCHOPES meetings, events and trainings and will analyze resulting data and make recommendations to improve MCHOPES programming.

ii. CONTRACTOR will develop, distribute, and analyze input from Annual Coalition Member Survey and develop recommendations to improve MCHOPES programming.

iii. CONTRACTOR will monitor and track fluctuations in coalition membership to inform engagement and recruitment activities.

2. Coalition Meetings

Under the direction of the CONTRACT MANAGER, and any designee of the CONTRACT MANAGER, CONTRACTOR will convene at least 5 MCHOPES Coalition Meetings each fiscal year to facilitate information sharing and engage Coalition Members in suicide prevention, intervention, and postvention activities.
CONTRACTOR will charge an all-inclusive fee for Coalition Meetings; the fee will include, but is not limited to, the following activities:

a. During Coalition Meetings:

i. CONTRACTOR will provide at least two facilitators for each Coalition Meeting. One facilitator will focus on the agenda and leading the content of the meeting. The second facilitator will serve as support, including supporting attendees with technology or personal needs during the meeting.

ii. CONTRACTOR will interface with language interpreters to ensure smooth and equitable access to and participation in meeting.

iii. CONTRACTOR will solicit and document feedback from meeting attendees to inform future Coalition Meetings and activities; this includes polling, feedback shared via chat, and feedbacks surveys.

b. Preparation for Coalition Meetings:

i. CONTRACTOR will produce and distribute Coalition Meeting invitations; invitations will be updated and distributed no less than 6 weeks before Coalition Meeting.

ii. CONTRACTOR will submit a draft agenda for each Coalition Meeting to COUNTY at least 4 weeks in advance of the meeting date.

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iii. CONTRACTOR will communicate with identified Interpretation Vendor, paid for by Monterey County Behavioral Health, to secure interpretation for Coalition Meetings and seek COUNTY approval for all planned interpretation.
iv. CONTRACTOR will submit content for review to COUNTY no less than 2 weeks prior to Coalition Meeting and will incorporate feedback and guidance from County prior to translation and sharing of content.
v. CONTRACTOR will arrange for and interface with guest presenters for Coalition Meetings.
vi. CONTRACTOR will provide virtual platform for Coalition Meetings and provide technical assistance to support members in joining and utilizing various features of the virtual meeting platform.

c. <u>After Coalition Meetings:</u>
i. CONTRACTOR will create summary report for COUNTY following each Coalition Meeting, outlining attendance, outcomes, next steps, and lessons learned.
ii. CONTRACTOR will produce a summary and compile links and resources for each Coalition Meeting, to be added to website after each meeting.

3. Events

In collaboration with and approval from the CONTRACT MANAGER, CONTRACTOR will attend and/or develop community events to support MC HOPES goals and implementation focus. The budget for a one-day event will not exceed $10,000.

a. <u>Budget</u>
CONTRACTOR will develop a budget for all events, with the of exception of Coalition Meetings and Implementation Team Meetings. CONTRACTOR will submit a budget to CONTRACT MANAGER and obtain approval at least two weeks prior to each event and before incurring any costs for the event. Elements of the budget will include, for example, employee hours involved in planning for and staffing the event, marketing materials, participant materials and giveaways (e.g. tabling, branded items), refreshments and hydration station(s), required permits and/or location and associated costs (e.g. safety related, sanitation, decoration, compliance, etc.), audio/visual equipment and services, rental of necessary equipment (e.g. tables and chairs), setup and cleanup costs, etc.

b. <u>Invoice</u>
Within 30 days after event, CONTRACTOR will submit a detailed invoice, with supporting expenditure documentation, totaling less than or equal to the pre-approved budget amount. On a case-by-case basis, CONTRACT MANAGER will consider payment more than the original budgeted amount, in alignment with documented and approvable expenses in excess of the original budgeted amount.

c. <u>Report</u>

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For each event, CONTRACTOR will produce a report detailing the attendance and major outcomes (where applicable) of the event, with notes on successful elements and areas for improvement or modification in the future.

4. Training: Coalition and Community

CONTRACTOR will curate, provide, and organize suicide prevention learning opportunities for coalition members and/or community members as determined by Contract Manager and Implementation Team. CONTRACTOR will provide evidence-based and custom community trainings as follows:

a. Applied Suicide Intervention Skills Training (ASIST) Workshop

i. Course includes

- 2 ASIST-certified Master Trainers for 2 days of in-person training for up to 30 participants, including any travel.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, CEU information sheets, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Preparation and printing of attendee certificates.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. Participant Kits: Required Participant Kits for ASIST Workshop to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

b. Suicide Alertness For Everyone (SAFETALK)

i. Course includes

- Certified SAFETALK Trainer (minimum of 1), plus 1 ASIST-Trained staff member (per training requirements) for ½ day, in-person workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.

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- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, CEU information sheets, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Preparation and printing of attendee certificates.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. Participant Kits: Required Participant Kits for SAFEtalk Workshop to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

c. Mental Health First Aid (MHFA)

i. Course includes

- Certified Mental Health First Aid Trainers for full day, in-person workshop of up to 30 participants.
- Outreach and recruitment of participants prior to workshop.
- Interface with Mental Health First Aid online registration portal to publish course, complete participant registration, enrollment, and pre-workshop administration.
- Support for participants during individual, pre-workshop required components (including technical assistance, verifying completion of self-paced pre-coursework, and individualized support).
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Preparation and printing of attendee certificates.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. *Participation Kits.* Mental Health First Aid Participant Workbooks and Participant Processing Guides. Required Participant Workbooks and Participant Processing Guides to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

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d. Counseling on Access to Lethal Means (CALM)
   i. Course fee includes:
   - 2 ACTC Trainers for 2-hour, virtual workshop of up to 30 participants.
   - Outreach, recruitment, and registration of participants prior to workshop.
   - All audio/visual equipment and multimedia services.
   - Required setup, breakdown, course administration, and evaluation during and following workshop.
   - Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
   - Virtual platform for training.
   - Distribution of participant materials.
   - Preparation and distribution of attendee certificates.

e. Be Sensitive, Be Brave for Suicide Prevention Training
   i. Course fee includes:
   - 2 Certified BSBB Trainers from ACTC for 2-hour, virtual workshop of up to 30 participants
   - Outreach, recruitment, and registration of participants prior to workshop.
   - All audio/visual equipment and multimedia services.
   - Required setup, breakdown, course administration, and evaluation during and following workshop.
   - Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
   - Virtual platform for training.
   - Distribution of participant materials.
   - Preparation and distribution of attendee certificates.

5. **Custom Training**. See Program 1. WORKFORCE DEVELOPMENT

FISCAL YEAR 2025-26

1. Administration and Implementation

CONTRACTOR will charge a monthly administrative fee to cover the necessary staff hours for all administration and implementation activities, which will include, but are not limited to:

a. Administration and Implementation Meetings
   i. CONTRACTOR will convene at least 8 Administration and Implementation Team meetings during each fiscal year.
   ii. The purpose of these meetings will be 1) To identify and pursue opportunities to further the primary implementation focus (for FY 25-26, this will be infusing considerations of culture and social identity throughout suicide prevention

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activities), 2) To incorporate input from representatives of key sectors and populations, 3) To foster collaboration on MC HOPES and other local suicide prevention activities, and 4) To align activities with complementary community initiatives and partners.

iii. CONTRACTOR will perform all administrative responsibilities associated with Implementation Team meetings, including:
- Schedule, send calendar invites, and maintain contacts.
- Develop and distribute agendas and content.
- Provide facilitation to ensure smooth and effective meetings, strive for balanced participation, and promote an environment of collaboration and transparency.
- Document, store, and share meeting minutes (transcribe).
- Monitor attendance and participation of Implementation Team members.
- Creating, updating, and distributing the Coalition Schedule for the year, to include all meetings, events, activities, and key dates.

b. Communication with Coalition Members and Community

i. CONTRACTOR will create and send a bilingual email newsletter at least six times per year, which highlights current events, resources, training opportunities, relevant data, etc.

ii. CONTRACTOR will provide all written materials in English and Spanish, for example, emails, website content, outreach flyers, surveys.

iii. CONTRACTOR will model Safe and Effective Messaging principles when sharing public information regarding suicide and suicide prevention information and will share guidance and information on Safe and Effective Messaging with Coalition Members and key partners (e.g. media).

iv. CONTRACTOR will continuously gather and share relevant suicide-related data with Coalition Members and Community, including through public communications, media briefings, and to inform implementation activities.

v. CONTRACTOR will coordinate welcome orientation with new members of the MC HOPES Coalition as needed.

vi. CONTRACTOR will collaborate with COUNTY on the continuous development and implementation of communication, marketing, and outreach efforts on behalf of the coalition.

vii. CONTRACTOR will receive, monitor, and respond to community questions and input, including requests from community service providers for information, consultation, or guidance on best practices and resources for prevention, intervention, and postvention.

c. Continuous Quality Improvement

i. CONTRACTOR will work with COUNTY to develop and distribute evaluation forms for all MCHOPES meetings, events and trainings and will analyze resulting data and make recommendations to improve MCHOPES programming.

ii. CONTRACTOR will develop, distribute, and analyze input from Coalition Outcome Survey and develop recommendations to improve MCHOPES

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programming.

iii. CONTRACTOR will monitor and track fluctuations in coalition membership to inform engagement and recruitment activities.

2. Coalition Meetings

CONTRACTOR will convene 6 MCHOPES Coalition Meetings each fiscal year to facilitate information sharing and engage Coalition Members in suicide prevention, intervention, and postvention activities. CONTRACTOR will charge an all-inclusive fee for Coalition Meetings; the fee will include, but is not limited to, the following activities:

a. <u>During Coalition Meetings:</u>

i. CONTRACTOR will provide at least two facilitators for each Coalition Meeting. One facilitator will focus on the agenda and leading the content of the meeting. The second facilitator will serve as support, including supporting attendees with technology or personal needs during the meeting.

ii. CONTRACTOR will interface with language interpreters to ensure smooth and equitable access to and participation in meeting.

iii. CONTRACTOR will solicit and document feedback from meeting attendees to inform future Coalition Meetings and activities; this includes polling, feedback shared via chat, and feedback surveys.

b. <u>Preparation for Coalition Meetings:</u>

i. CONTRACTOR will produce and distribute Coalition Meeting invitations; invitations will be updated and distributed approximately 6 weeks before Coalition Meeting. CONTRACTOR will conduct focused outreach to relevant organizations and individuals in the community as related to each topic.

ii. CONTRACTOR will submit a draft agenda for each Coalition Meeting to COUNTY 4 weeks in advance of the meeting date.

iii. At the direction of the COUNTY, CONTRACTOR will communicate with identified Interpretation Vendor, paid for by Monterey County Behavioral Health, to secure interpretation for Coalition Meetings.

iv. CONTRACTOR will create and translate all content and/or arrange for and interface with guest presenters. CONTRACTOR will compile and share suicide-related data and resources as relevant to each topic.

i. CONTRACTOR will provide virtual platform for Coalition Meetings and provide technical assistance to support members in joining and utilizing various features of the virtual meeting platform.

c. <u>After Coalition Meetings:</u>

i. CONTRACTOR will create and distribute a bilingual summary following each Coalition Meeting, outlining key takeaways, resources, and opportunities.

ii. CONTRACTOR will meet with Coalition or community members who were not able to attend the meeting, but would like information and resources about the topic, as requested.

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3. Suicide Loss Event

As individuals and communities impacted by suicide loss are at heightened risk for suicide and other negative health outcomes, CONTRACTOR will host a half-day event, Hope and Healing in Monterey County, yearly in recognition of International Survivors of Suicide Loss Day (annually on the Saturday before Thanksgiving). The event will include opportunities for survivors of loss to connect with peers and with support, and for service providers to gain insight and resources to support individuals and families bereaved by loss.

a. Budget

The contractor shall submit a detailed budget to COUNTY six weeks prior to the event. CONTRACTOR will bill no more than $1,500.00 for the event, inclusive of:

i. All required staff hours for planning the event, including location, marketing, registration, developing materials, etc. This includes a pre-event bilingual media briefing presentation to local media outlets and members, to share information and resources for loss survivors.

ii. All required staff hours on the day of event, including set up, facilitation, providing support onsite to participants, and breakdown.

iii. Post-event communications with registrants and participants, to provide additional resources and support.

iv. Refreshments, required permits and/or location and associated costs (e.g. safety related, sanitation, decoration, compliance, etc.), audio/visual equipment and services, rental of necessary equipment (e.g. tables and chairs), setup and cleanup costs, etc.

v. The contractor shall procure in-kind print materials from the American Foundation for Suicide Prevention to support the event, including bilingual brochures, resource booklets, and other materials for participants, at no cost to COUNTY.

b. Invoice

Within 30 days after the event, CONTRACTOR will submit a detailed invoice, totaling less than or equal to the pre-approved budget amount.

c. Report

For each event, CONTRACTOR will produce a report detailing the attendance and major outcomes (where applicable) of the event, with notes on successful elements and areas for improvement or modification in the future.

4. Training: Coalition, Community Members, and Community Service Providers

CONTRACTOR will curate, provide, and organize suicide prevention learning opportunities for coalition members and/or community members. CONTRACTOR will provide community trainings as follows:

Community Service Provider Trainings:

a. Effective Screening and Assessment: The Columbia Suicide Severity Rating Scale

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i. To be provided 3 times per year.

ii. Course fee includes:

- 2 ACTC Trainers for 6.5-hour, virtual workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Distribution of participant materials.
- Preparation and distribution of attendee certificates.
- Communication and consultation to participants following the workshop, as needed.

b. Collaborative Safety Planning: The Stanley-Brown Safety Plan in Action

i. To be provided 3 times per year.

ii. Course fee includes:

- 2 ACTC Trainers for 3.5-hour, virtual workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Distribution of participant materials.
- Preparation and distribution of attendee certificates.
- Communication and consultation to participants following the workshop, as needed.

c. Lethal Means Safety: Effective Strategies and Resources

i. To be provided 3 times per year.

ii. Course fee includes:

- 2 ACTC Trainers for 3.5-hour, virtual workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.

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- Distribution of participant materials.
- Preparation and distribution of attendee certificates.
- Communication and consultation to participants following the workshop, as needed.

Community Member Trainings:

d. Be Sensitive, Be Brave for Mental Health Training

i. To be provided 6 times per year.

ii. Course fee includes:

- 2 Certified Trainers from ACTC for 2-hour, virtual workshop of up to 30 participants
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Preparation and distribution of participant materials and certificates.
- Communication and consultation to participants following the workshop, as needed.

e. Be Sensitive, Be Brave for Suicide Prevention Training

i. To be provided 9 times per year.

ii. Course fee includes:

- 2 Certified BSBB Trainers from ACTC for 2-hour, virtual workshop of up to 30 participants
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Preparation and distribution of participant materials and certificates.
- Communication and consultation to participants following the workshop, as needed.

IV. DESIGNATED CONTRACT MONITOR

Kelley Molton
County of Monterey Health Department, Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
831-796-1715

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V. PAYMENT PROVISIONS

A. COUNTY shall pay an amount not to exceed **$264,475** 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:

Program	FY 24-25 Total Amount	FY 25-26 Total Amount	Program Total Amount
1: WORKFORCE DEVELOPMENT	$47,000.00	$30,000.00	$77,000.00
2: MC HOPES	$119,000.00	$68,475.00	$187,475.00
Maximum County Obligation	$166,000.00	$98,475.00	$264,475.00

PROGRAM 1: WORKFORCE DEVELOPMENT					
Service	**Hours/ Unit of Service**	**FY 2024-25 Rate per Unit**		**FY 2025-26 Rate per Unit**	
		On-Site	**Virtual***	**On-Site**	**Virtual***
1. Courses					
Custom					
Full Day Course	6 Training Hours	$2,950	$2,700	$2,950	$2,700
Half Day Course	3 Training Hours	$1,625	$1,375	$1,625	$1,375
2 Hour Course	2 Training Hours	N/A	$900	N/A	$900
1 Hour Course	1 Training Hour	N/A	N/A	N/A	N/A
Evidence Based		See Program 2		N/A	
*When courses are recorded, rate will be doubled.					
2. Coaching					
Coaching w/out Record Review	1 Hour	N/A	$190	N/A	$190
Coaching w/ Record Review	1 Training Hour	N/A	$285	N/A	$285
Coaching Group w/Preparation and Follow-up	1.5 Training Hours	N/A	$380	N/A	N/A
3. Consultation					
Clinical Consultation	1 Hour	$190	$190	$190	$190
Program Development or Evaluation	1 Hour	$190	$190	$190	$190
Curriculum Development	1 Hour	N/A	$190	N/A	$190

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PROGRAM 2: MC HOPES			
Service	**Unit of Service**	**FY 2024-25 Rate per Unit**	**FY 2025-26 Rate per Unit**
B1. Administration			
Monthly Administration	All Inclusive Monthly Rate	$6,500	$2,000
B2. Coalition Meetings			
MC HOPES Coalition Meeting	All Inclusive Rate for each Meeting	$2,000	$2,000
B3. Events			
Each approved Event	All Inclusive Rate for each Event, as determined by budget	$10,000 maximum	N/A
Suicide Loss Event - Hope and Healing in Monterey County	All Inclusive Rate for Event	N/A	$1,500

B4. Trainings for Community and Coalition					
FY 2024-25 Rate per Unit			**FY 2025-26 Rate per Unit**		
	Asist Course: All inclusive, onsite, 2-day, up to 30 participants	$6,000		Effective Screening and Assessment: The Columbia Suicide Severity Rating Scale, virtual full day course, for up to 30 participants	$2,825
a.	Asist Participation Kit $50 per kit, standard workshop of 30	$1,500	a.		
	SAFETALK Training Course: All inclusive, onsite, ½ day, up to 30 participants	$2,000		Collaborative Safety Planning: The Stanley-Brown Safety Plan in Action All inclusive, 3.5-hour virtual, up to 30 participants	$1,500
b.	SAFETALK Training Participation Kit: $15 per kit, standard workshop of 30	$450	b.		
	Mental Health First Aid Training Course: All inclusive, onsite, full day, up to 30 participants	$4,000		Lethal Means Safety: Effective Strategies and Resources, 3.5-hour virtual course, for up to 30 participants	$1,500
c.	Mental Health First Aid Training Participation Kit: $25 per participant, standard workshop of 30	$750	c.		
	Counseling on Access to Lethal Means (CALM) Course: All inclusive, 2-hour virtual, up to 30 participants	$900		Be Sensitive Be Brave for Mental Health: All inclusive, 2-hour virtual, up to 30 participants	$900
d.			d.		
	Be Sensitive, Be Brave for Suicide Prevention Course: All inclusive, 2-hour virtual, up to 30 participants	$900		Be Sensitive Be Brave for Suicide Prevention: All inclusive, 2-hour virtual, up to 30 participants	$900
e.			e.		
B.5. Custom Training: See Program 1: Workforce Development				N/A	

B. These rates will cover all expenses related to the services including preparation and supplies/materials. These rates are all-inclusive.

C. There shall be no travel reimbursement allowed during this Agreement.

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D. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the COUNTY. Specifically, CONTRACTOR shall submit its invoice on Exhibit B – Invoice Form to COUNTY to reach the Behavioral no later than the 30th day of the month following the month of service.

E. CONTRACTOR shall submit via email a claim using Exhibit B – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services. Invoices will be separated by Bureau and rendered to: MCHDBHFinance@countyofmonterey.gov

IV. CONTRACTORS BILLING PROCEDURES

A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

B. COUNTY shall review and certify CONTRACTOR'S Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor- Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

C. 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) 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.

VII. 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 not to exceed **$264,475.00** for services rendered under this Agreement for the period of **July 2, 2024 to June 30, 2026.**

B. Maximum Liability Amount:

Fiscal Year Liability	Total Amount
July 2, 2024 - June 30, 2025	$166,000.00
July 1, 2025 - June 30, 2026	$98,475.00
Total Maximum County Obligation	**$264,475.00**

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Applied Crisis Training and Consulting, Inc.

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

Support staff members, contract providers, and the community in Suicide Prevention efforts, and provide program development and facilitation of suicide prevention initiative.

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: **$** $200,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution **to** June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Invoice

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5.0 PERFORMANCE STANDARDS:

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

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

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

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

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

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 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

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

Applied Crisis Training & Consulting,Inc.
Upon Execution - June 30, 2026

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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.)

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

9.04 Other Requirements:

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, 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.

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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,

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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.

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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:

FOR COUNTY:	**FOR CONTRACTOR:**
Elsa Jimenez, MPH Director of Health Services	Carly Memoli President
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	922 Ponselle Ln Apt. #3 Capitola, CA 95010
Address	Address
(831) 755-4526	(831) 400-8673
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.

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

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

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

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

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

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

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

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

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

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

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

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

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

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 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.

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********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B74193ZAA0D41B...
Contracts/Purchasing Officer

Date: 7/2/2024 | 10:26 AM PDT

By: DocuSigned by: C7A80BA59CA8429...
Department Head (if applicable)

Date: 7/9/2024 | 3:31 PM PDT

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Shane Eben Strong A9006E208761419...
County Counsel

Date: 7/1/2024 | 9:17 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 7/2/2024 | 7:38 AM PDT

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

By:
David Bolton, Risk Manager

Date:

CONTRACTOR

Applied Crisis Training and Consulting, Inc.
DocuSigned by: Contractor/Business Name *

By: DocuSigned by: Carly Memoli D8820B713C74452...
(Signature of Chair, President, or Vice-President)

Carly Memoli President
Name and Title

Date: 6/26/2024 | 12:35 PM PDT

By: DocuSigned by: Dustin Blomquist CFB45E0B9EC3E45E1...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Dustin James Blomquist Secretary
Name and Title

Date: 6/26/2024 | 12:44 PM PDT

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

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

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Applied Crisis Training & Consulting,Inc.
Upon Execution - June 30, 2026

Docusign Envelope ID: BCF78905-092D-45AA-8BA5-416430198EB4

EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

This Exhibit A shall be incorporated by reference as part of the Standard Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PURPOSE:

CONTRACTOR will support staff members, contract providers, and the community in Suicide Prevention efforts to decrease the number of attempted and completed suicides in Monterey County. CONTRACTOR will provide training for providers (Workforce Development) (Program 1) and program development and facilitation for Monterey County Helping One another to Prevent and Eliminate Suicide (MC HOPES), Monterey County's suicide prevention initiative (Program 2). CONTRACTOR will work with Contract Monitor to ensure there are equitable processes in place, so that the MC HOPES Coalition is inclusive and representative of diverse community member needs.

II. PERIOD OF PERFORMANCE:

Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT will be from **Upon Execution** to **June 30, 2026**.

III. SCOPE OF WORK

A. **PROGRAM 1: WORKFORCE DEVELOPMENT**

The CONTRACTOR shall provide courses, coaching consultation and/or competency assessment services, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below.

NOTE: The term *Training Hours* is used in this agreement to define the number of hours individuals are actively receiving teaching or coaching. Preparation for courses or coaching, preparation for Continuing Education submission, breaks, and post-course, coaching and consultation activities are not included in the calculation of training hours; these activities are included in the training rate. For courses, Training Hours is equal to the number of hours of Continuing Education credit that a learner would receive if the course is approved for Continuing Education credits.

1. **Courses**

   A course is defined as a structured presentation of information that is prepared in advanced to support participant values clarification, knowledge and skill development in a predetermined area.

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a. Recording Rate

With written permission of CONTRACTOR, COUNTY may video and audio record CONTRACTOR courses. COUNTY will pay CONTRACT twice the course rate of the Virtual course fee for the ability to record. The COUNTY and CONTRACTOR will finalize the recording plan at least one day prior to the date of the training. COUNTY will only use recorded material within a controlled learning management system; COUNTY will not release recording in any way that allows participants to capture recording. COUNTY will use recording for an indefinite period. CONTRACTOR can request in writing that COUNTY terminate use of recording; COUNTY will accommodate request if content is no longer up-to-date or otherwise not appropriate to use for training.

b. Supporting Documentation

For each course of two or more hours, CONTRACTOR will provide the following information at least four (4) weeks prior to the course date:

i. The CONTRACTOR's updated resume, if needed.
ii. A syllabus outlining educational goals, learning objectives, course content broken down by topic and time, and at least five professional sources used to build the course.
iii. A PDF version of slides and any handouts to be used during the course.
iv. Exam Questions: Twelve (12) questions for six (6) hour course; seven (7) questions for all other courses.

c. Types of Courses

i. Custom
   - Full Day: Six (6) Training Hours. If CONTRACTOR delivers two half day trainings on the same day, these trainings will be considered a Full Day.
   - Half Day: Three (3) Training Hours.
   - 2 Hour: Two (2) Training Hours
   - 1 Hour: 1 Training Hour

ii. Evidence-Based
   - Applied Suicide Intervention Skills Training (ASIST) (Two Full Days)
   - Suicide Alertness for Everyone (SAFEtalk) (Half Day)
   - Mental Health First Aid (MHFA) (Full Day)
   - Counseling on Access to Lethal Means (CALM) (2 Hours)
   - Be Sensitive Be Brave (2 Hours)

d. Cancellation

COUNTY may cancel up to nine hours of coursework total within each fiscal year with no penalty. Starting with hour ten, CONTRACTOR will bill COUNTY 75% of fee for training activity when cancellation occurs by COUNTY staff with notice of 24 hours or less. If cancelled within 72 hours, CONTRACTOR will bill COUNTY 50% of fee for training activity.

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CONTRACTOR will work with COUNTY staff to reschedule training activity to a date/dates agreeable to both COUNTY and CONTRACTOR.

2. **Coaching**

Coaching is defined as the presentation of knowledge and teaching of skills in direct response to participant learning needs. In contrast to coursework, coaching is less structured, and more responsive to the individualized needs of participants. In contrast to consultation, coaching is focused on the professional development of the participant(s). CONTRACTOR uses their expertise to identify and/or respond to areas of growth to provide learning and recommendations. Coaching may be on-site or via telephone/virtual. CONTRACTOR will not have access to client medical records. Coaching will not include protected health information. Coaching must be pre-approved in writing (including email) by COUNTY.

a. Recording Rate

CONTRACTOR will not charge a fee for recording of coaching sessions. Whether coaching session is recorded will be determined by CONTRACTOR and participant(s).

b. Supporting Documentation

CONTRACTOR will submit a Service Log when invoice includes coaching services. Service Log will include type service (e.g., coaching, consultation, certification), date, length of service, name of service provider, name of recipient(s) and a one sentence summary of service provided. Summary of services will never include protected health information.

c. Types of Coaching

i. Coaching without Content Review

CONTRACTOR will have some, but limited knowledge of coaching question. They will not review any clinical case content prior to the coaching session. CONTRACTOR will bill Hourly rate equal to the number hours, or portion therein, of live coaching.

ii. Coaching with Content Review

CONTRACTOR will review taped and/or written clinical content prior to the coaching session. Written and/or oral feedback will be provided to participant who provided taped content. CONTRACTOR will bill Training Hour rate equal to the number, or portion therein, of live coaching.

iii. 90-Minute Coaching Group

CONTRACTOR and, in some instances, a MCHD Co-Facilitator, will lead 90-minute group. CONTRACTOR will bill 1.5 training hours. Rate will include preparation and debriefing time.

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3. **Consultation.**

Consultation is defined as a professional activity for or among colleagues. While the consultee may increase their knowledge and/or skills, the focus is on customer service or program or course development, and not on professional development. CONTRACTOR will not have access to client medical records. Consultation will not include protected health information. Consultation must be pre-approved in writing (including email) by COUNTY.

a. Recording Rate

CONTRACTOR will not charge fee for recording of consultation sessions. Whether consultation session is recorded will be determined by CONTRACTOR and participant(s).

b. Supporting Documentation

CONTRACTOR will submit a Service Log when invoice includes consultation services. Service Log will include type service (e.g., coaching, consultation, certification), date, length of service, name of service provider, name of recipient(s) and a one sentence summary of service provided. Summary of services will never include protected health information.

c. Types of Consultation

i. *Clinical*

CONTRACTOR will work with consultee to provide support regarding, for example, diagnosis, treatment plan, interventions. All verbal and written communication regarding the consultation will be HIPAA compliant.

ii. *Program Development*

CONTRACTOR will meet with consultee to understand consultation question(s) and, within one month, provide verbal and written recommendations to consultee to improve scope and/or effectiveness of MCHD programing, clinical services and/or training.

iii. *Course Development*

With COUNTY pre-approval and guidance, CONTRACTOR will create curriculum specifically for the needs of MCHD that address predetermined learning objectives. Curriculum development does not include changes to a course or training that CONTRACTOR has already developed. Curriculum development may be charged for hours equal to or less than the number of training hours of the course under development. MCHD reserves the right to deliver any content during or after the termination of this contract, that CONTRACTOR developed and invoiced to MCHD. MCHD will attribute the curriculum to the CONTRACTOR. The CONTRACTOR is free to deliver the content to non MCHD audiences; however, the CONTRACTOR must include a statement that the content was developed at the direction of MCHD

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B. **PROGRAM 2: MC HOPES**

1. Administration

Under the direction of the CONTRACT MANAGER, and any designee of the CONTRACT MANAGER, CONTRACTOR will support the MCHOPES Implementation Team in meeting MCHOPES goals and objectives as defined in MCHOPES Fiscal Year Plan. All community facing meetings and materials will be accessible in English and Spanish. CONTRACTOR will arrange for interpretation services for all Coalition Meetings and all MCHOPES events and will provide all written materials in English and Spanish, for, for example, emails, website content, outreach contents, surveys.

CONTRACTOR will charge a monthly administrative fee which will include, but is not limited to, the following activities:

a. Implementation Meetings
   i. CONTRACTOR will convene at least 9 Implementation Team meetings during each fiscal year.
   ii. CONTRACTOR will perform all administrative responsibilities associated with Implementation Team meetings, including:
      - Schedule, send calendar invites, and maintain contacts.
      - Develop and distribute agendas and content with input from COUNTY and Implementation Team members.
      - Provide facilitation to ensure smooth and effective meetings, strive for balanced participation, and promote an environment of collaboration and transparency.
      - Document, store, and share meeting minutes (transcribe).
      - Monitor attendance and participation of Implementation Team members and strategize with CONTRACT MANAGER, as needed, to improve Implementation team and/or attendance and/or productivity.
      - Gather and incorporate Implementation Team member input and involvement in MC HOPES Coalition communications, meetings, and activities.
      - CONTRACTOR will work with COUNTY, Implementation Team members and partners to continually review local suicide-related data to inform implementation of MC HOPES activities.
      - CONTRACTOR will work with the Implementation Team to identify and commit to a primary implementation focus for each fiscal year; a focus may carryover from one year to the next. The Implementation Team will finalize the primary focus at least two months prior to the start of the next fiscal year (e.g. by May 1). For example, the MCHOPES Implementation Team is currently planning to focus for FY 24-25 on infusing considerations of culture and social identity

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throughout local suicide prevention activities, including implementation of the Roadmap for Suicide Prevention.

- CONTRACTOR will partner with COUNTY and Implementation Team to align activities with key community initiatives and build and/or sustain relationships with stakeholder groups and community partners.
- CONTRACTOR will develop and regularly update a MC HOPES Procedure Guide, documenting Coalition and Implementation Team activities for sustainability and transparency.

b. Communication with Coalition Members
   i. CONTRACTOR will model Safe and Effective Messaging principles when sharing public information regarding suicide and suicide prevention information and will share guidance and information for Coalition members in Safe and Effective Messaging.
   ii. CONTRACTOR will send coalition members an email at least ten times per year which highlights current events and resources, and which will include a link to the MCHOPES webpage.
   iii. To encourage coalition members to read MCHPOES communications, CONTRACTOR will work with COUNTY to develop, for each fiscal year, a consistent theme for Coalition communications, that, for example, highlights protective factors for suicide and strategies and/or resources to enhance these.
   iv. CONTRACTOR will coordinate welcome orientation with new members of the MC HOPES Coalition.

c. Communication with Community
   i. CONTRACTOR will publish local suicide-related data annually using community-friendly formats.
   ii. CONTRACTOR will publish and distribute suicide-related data in multiple formats and venues to raise awareness, including through Monterey County Behavioral Health website, through collaboration with Public Health Information Officer, through printed copies at community events.
   iii. CONTRACTOR will collaborate with COUNTY on the continuous development and implementation of communication, marketing, and outreach efforts on behalf of the coalition.
   iv. CONTRACTOR will receive, monitor, and, in collaboration with CONTRACT MANAGER, respond to community questions and input.

d. Continuous Quality Improvement
   i. CONTRACTOR will work with COUNTY to develop and distribute evaluation forms for all MCHOPES meetings, events and trainings and

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will analyze resulting data and make recommendations to improve MCHOPES programming.

ii. CONTRACTOR will develop, distribute, and analyze input from Annual Coalition Member Survey and develop recommendations to improve MCHOPES programming.

iii. CONTRACTOR will monitor and track fluctuations in coalition membership to inform engagement and recruitment activities.

2. Coalition Meetings

Under the direction of the CONTRACT MANAGER, and any designee of the CONTRACT MANAGER, CONTRACTOR will convene at least 5 MCHOPES Coalition Meetings each fiscal year to facilitate information sharing and engage Coalition Members in suicide prevention, intervention, and postvention activities. CONTRACTOR will charge an all-inclusive fee for Coalition Meetings; the fee will include, but is not limited to, the following activities:

a. <u>During Coalition Meetings:</u>

i. CONTRACTOR will provide at least two facilitators for each Coalition Meeting. One facilitator will focus on the agenda and leading the content of the meeting. The second facilitator will serve as support, including supporting attendees with technology or personal needs during the meeting.

ii. CONTRACTOR will interface with language interpreters to ensure smooth and equitable access to and participation in meeting.

iii. CONTRACTOR will solicit and document feedback from meeting attendees to inform future Coalition Meetings and activities; this includes polling, feedback shared via chat, and feedbacks surveys.

b. <u>Preparation for Coalition Meetings:</u>

i. CONTRACTOR will produce and distribute Coalition Meeting invitations; invitations will be updated and distributed no less than 6 weeks before Coalition Meeting.

ii. CONTRACTOR will submit a draft agenda for each Coalition Meeting to COUNTY at least 4 weeks in advance of the meeting date.

iii. CONTRACTOR will communicate with identified Interpretation Vendor, paid for by Monterey County Behavioral Health, to secure interpretation for Coalition Meetings and seek COUNTY approval for all planned interpretation.

iv. CONTRACTOR will submit content for review to COUNTY no less than 2 weeks prior to Coalition Meeting and will incorporate feedback and guidance from County prior to translation and sharing of content.

v. CONTRACTOR will arrange for and interface with guest presenters for Coalition Meetings.

vi. CONTRACTOR will provide virtual platform for Coalition Meetings and provide technical assistance to support members in joining and utilizing various features of the virtual meeting platform.

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c. After Coalition Meetings:
   i. CONTRACTOR will create summary report for COUNTY following each Coalition Meeting, outlining attendance, outcomes, next steps, and lessons learned.
   ii. CONTRACTOR will produce a summary and compile links and resources for each Coalition Meeting, to be added to website after each meeting.

3. Events

In collaboration with and approval from the CONTRACT MANAGER, CONTRACTOR will attend and/or develop community events to support MC HOPES goals and implementation focus. The budget for a one-day event will not exceed $10,000.

a. Budget

CONTRACTOR will develop a budget for all events, with the of exception of Coalition Meetings and Implementation Team Meetings. CONTRACTOR will submit a budget to CONTRACT MANAGER and obtain approval at least two weeks prior to each event and before incurring any costs for the event. Elements of the budget will include, for example, employee hours involved in planning for and staffing the event, marketing materials, participant materials and giveaways (e.g. tabling, branded items), refreshments and hydration station(s), required permits and/or location and associated costs (e.g. safety related, sanitation, decoration, compliance, etc.), audio/visual equipment and services, rental of necessary equipment (e.g. tables and chairs), setup and cleanup costs, etc.

b. Invoice

Within 30 days after event, CONTRACTOR will submit a detailed invoice, with supporting expenditure documentation, totaling less than or equal to the pre-approved budget amount. On a case-by-case basis, CONTRACT MANAGER will consider payment more than the original budgeted amount, in alignment with documented and approvable expenses in excess of the original budgeted amount.

c. Report

For each event, CONTRACTOR will produce a report detailing the attendance and major outcomes (where applicable) of the event, with notes on successful elements and areas for improvement or modification in the future.

4. Training: Coalition and Community

CONTRACTOR will curate, provide, and organize suicide prevention learning opportunities for coalition members and/or community members as determined by Contract Manager and Implementation Team. CONTRACTOR will provide evidence-based and custom community trainings as follows:

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a. Applied Suicide Intervention Skills Training (ASIST) Workshop

i. Course includes

- 2 ASIST-certified Master Trainers for 2 days of in-person training for up to 30 participants, including any travel.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, CEU information sheets, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Preparation and printing of attendee certificates.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. Participant Kits: Required Participant Kits for ASIST Workshop to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

b. Suicide Alertness For Everyone (SAFETALK)

i. Course includes

- Certified SAFETALK Trainer (minimum of 1), plus 1 ASIST-Trained staff member (per training requirements) for ½ day, in-person workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, CEU information sheets, course logistics, etc.).
- All audio/visual equipment and multimedia services.

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- Preparation and submittal of required course report and feedback forms to certifying organization.
- Preparation and printing of attendee certificates.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. *Participant Kits:* Required Participant Kits for safeTALK Workshop to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

c. Mental Health First Aid (MHFA)

i. Course includes

- Certified Mental Health First Aid Trainers for full day, in-person workshop of up to 30 participants.
- Outreach and recruitment of participants prior to workshop.
- Interface with Mental Health First Aid online registration portal to publish course, complete participant registration, enrollment, and pre-workshop administration.
- Support for participants during individual, pre-workshop required components (including technical assistance, verifying completion of self-paced pre-coursework, and individualized support).
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Preparation and printing of attendee certificates.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. *Participation Kits.* Mental Health First Aid Participant Workbooks and Participant Processing Guides. Required Participant Workbooks and Participant Processing Guides to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

d. Counseling on Access to Lethal Means (CALM)

i. Course fee includes:

- 2 ACTC Trainers for 2-hour, virtual workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.

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- All audio/visual equipment and multimedia services.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Distribution of participant materials.
- Preparation and distribution of attendee certificates.

e. Be Sensitive, Be Brave for Suicide Prevention Training

i. Course fee includes:

- 2 Certified BSBB Trainers from ACTC for 2-hour, virtual workshop of up to 30 participants
- Outreach, recruitment, and registration of participants prior to workshop.
- All audio/visual equipment and multimedia services.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Distribution of participant materials.
- Preparation and distribution of attendee certificates.

5. Custom Training. See Program 1. WORKFORCE DEVELOPMENT

IV. DESIGNATED CONTRACT MONITOR

Jill Walker, Ph.D.
Behavioral Health Services Manager II
County of Monterey Health Department, Behavioral Health Bureau
1270Natividad Road
Salinas, CA 93906
(831) 796-1271

V. PAYMENT PROVISIONS

A. COUNTY shall pay an amount not to exceed **$200,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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PROGRAM 1: WORKFORCE DEVELOPMENT			
		Rate per Unit of Service	
Service	**Hours/Unit of Service**	**On-Site**	**Virtual***
1. Courses			
Custom			
Full Day Course	6 Training Hours	$2,950	$2,700
Half Day Course	3 Training Hours	$1,625	$1,375
2 Hour Course	2 Training Hours	N/A	$900
1 Hour Course	1 Training Hour	N/A	N/A
Evidence Based	See Program 2: MCHOPE		
*When courses are recorded, rate will be doubled.			
2. Coaching			
Coaching w/out Record Review	1 Hour	N/A	$190
Coaching w/ Record Review	1 Training Hour	N/A	$285
Coaching Group w/Preparation and Follow-up	1.5 Training Hours	N/A	$380
3. Consultation			
Clinical Consultation	1 Hour	$190	$190
Program Development or Evaluation	1 Hour	$190	$190
Curriculum Development	1 Hour	N/A	$190

PROGRAM 2: MC HOPES		
Service	**Unit of Service**	**Rate per Unit**
B1. Administration		
Monthly Administration	All Inclusive Monthly Rate	$6,500
B2. Coalition Meetings		
MC HOPES Coalition Meeting	All Inclusive Rate for each Meeting	$2,000
B3. Events		
Each approved Event	All Inclusive Rate for each Event, as determined by budget	$10,000 maximum
B4. Trainings for Community and Coalition		
a. ASIST		

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Course	All inclusive, onsite, 2-day, up to 30 participants	$6,000
Participant Kit	$50 per kit, standard workshop of 30	$1,500
b. SAFETALK Training		
Course	All inclusive, onsite, ½ day, up to 30 participants	$2,000
Participant Kit	$15 per kit, standard workshop of 30	$450
c. Mental Health First Aid Training		
Course	All inclusive, onsite, full day, up to 30 participants	$4,000
Participant Kit	$25 per participant, standard workshop of 30	$750
d. Counseling on Access to Lethal Means (CALM		
Course	All inclusive, 2-hour virtual, up to 30 participants	$900
e. Be Sensitive, Be Brave for Suicide Prevention		
Cou rse	All inclusive, 2-hour virtual, up to 30 participants	$900
B5. Custom Training	See Program 1: WORKFORCE DEVELOPMENT	

B. These rates will cover all expenses related to the services including preparation and supplies/materials. These rates are all-inclusive.

C. There shall be no travel reimbursement allowed during this Agreement.

D. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the COUNTY. Specifically, CONTRACTOR shall submit its invoice on Exhibit B – Invoice Form to COUNTY to reach the Behavioral no later than the 30th day of the month following the month of service.

E. CONTRACTOR shall submit via email a claim using Exhibit B – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services. Invoices will be separated by Bureau and rendered to:

Behavioral Health
MCHDBHFinance@countyofmonterey.gov

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IV. CONTRACTORS BILLING PROCEDURES

A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

B. COUNTY shall review and certify CONTRACTOR'S Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor- Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

C. 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) 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.

VII. 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 not to exceed **$200,000** for services rendered under this Agreement for the period of **Upon execution to June 30, 2026.**

B. Maximum Liability Amount:

Term	Amount
Program 1: WORKFORCE DEVELOPMENT	$75,000.00
Program 2: MC HOPES	$125,000.00
Maximum County Obligation	$200,000.00

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EXHIBIT B: INVOICE

Contractor:	Applied Crisis Training and Consulting, Inc.	**Invoice Number:**	
Address Line 1:		**County PO No.:**	
Address Line 2:		**Invoice Period:**	
Tel. No.:			
Contract Term:	Upon Execution - June 30, 2026	**Final Invoice :**	(Check if Yes)
lth Dept. Bureau			BH Control Number

Date of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this Period
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTALS:				$ -

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: _____

Email to:	MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

Introduced: 6/24/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute an Agreement 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.

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 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.

SUMMARY/DISCUSSION:

The CMAA/TCM Program is managed by the Local Governmental Agency (LGA). The County of Monterey Health Department (MCHD) serves as the LGA for the County of Monterey. The LGA draws down Federal Financial Participation revenues for CMAA and TCM claiming units on behalf of the County of Monterey. Services for this program include case management, referrals, and program planning for Medi-Cal services and outreach.

The CMAA/TCM LGA Consortium (Consortium) is a collaboration of Local Government Agency CMAA/TCM coordinators who meet regularly and pursue the proper and efficient administration of the CMAA and TCM programs. The Host Entity is responsible for collecting and disbursing funds for CMAA and TCM trust funds, paying the Department of Health Care Services (DHCS) for the CMAA/TCM administrative costs, paying the CMAA/TCM LGA consultant costs as well as managing and overseeing all procurement activities on behalf of the LGA Consortium. Santa Cruz

County has taken on the role of Host Entity and will manage these duties. Approval of this agreement will allow participating programs to continue receiving funds. The County of Monterey has been receiving the benefits of this Agreement, this Agreement is to memorialize the informal Agreement and conduct of the parties.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 4. Enhance Employee Wellbeing and Workforce Capacity. It also supports the following of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems. 4. Mobilize community partnerships and action to identify and solve health problems. 5. Develop policies and plans that support individual and community health efforts. 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

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

FINANCING:
This Agreement is funded by Health Realignment and MAA revenue. Appropriations are included in the Health Department's (HEA014-8438) FY 2025-26 Adopted Budget. For the FYs out, provision will be made in the Requested Budget for the appropriate year.

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

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

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

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

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

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

Prepared by: Patricia Vasquez, Accountant III, 755-6343
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 6/4/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 2 to the Standard Agreement with Dragonfly Forward, LLC for evaluation, professional learning, and capacity building activities under the MHSSA grant and increase funds in the amount of $228,800 for Fiscal Year 25-26 and $30,800 for Fiscal Year 26-27 for a total Agreement amount not to exceed $1,830,400 for the term of February 6, 2024 through August 30, 2026;
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% ($183,040) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $2,013,440.

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 Amendment No. 2 to the Standard Agreement with Dragonfly Forward, LLC for evaluation, professional learning, and capacity building activities under the MHSSA grant and increase funds in the amount of $228,800 for Fiscal Year 25-26 and $30,800 for Fiscal Year 26-27 for a total Agreement amount not to exceed $1,830,400 for the term of February 6, 2024 through August 30, 2026;
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% ($183,040) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $2,013,440.

SUMMARY/DISCUSSION:

The County of Monterey was awarded a 4-year Mental Health Student Services Act (MHSSA) grant from the Mental Health Services Oversight and Accountability Commission to provide mental health support services within Monterey County public schools. The goal of the grant funding is to build infrastructure for mental health systems through the implementation of the Interconnected Systems Framework (ISF) and to increase staff emotional capacity and understanding of mental health in students with the goal of improving student mental health and wellbeing.

On November 21, 2024 the grant agreement was amended to extend the term of the grant through December 31, 2026 to allow for full completion of the project goals. The identified focus in the final year is evaluation of the long-term impacts and continued offerings of professional development for school and district staff and relevant supportive courses for caregivers of students. Dragonfly Forward

will focus on the evaluation of the work they have done in the previous two years with involved schools and districts and offer professional development and capacity building opportunities for school staff and administrators.

This work supports the following the County of Monterey Health Department 2025-2028 Strategic Plan Initiative: 3. Provide exceptional person-centered care through accessible, community-focused health services. It also supports two of the ten essential public health services, specifically: 4. Strengthen, support, and mobilize communities and partnerships to improve health and 9. Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement.

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

FINANCING:
This Amendment No. 2 is funded by Mental Health Student Services Act (MHSSA) Grant (82%) and Mental Health Services Act (MHSA) Innovation funds (18%). The funds for this Agreement are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) FY 2024-25 Adopted Budget. The funds for this Agreement for FY 2025-26 and FY 2026-27 will be included in the respective Health Department Health (HEA012, Unit 8410) FY 2025-26 and FY2026-27 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.

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☐ 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: Ashley Schafer, Management Analyst II, 755-4924

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 2
Amendment No. 1
Standard Agreement

Introduced: 6/24/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute an Agreement 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
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The CMAA/TCM LGA Consortium (Consortium) is a collaboration of Local Government Agency CMAA/TCM coordinators who meet regularly and pursue the proper and efficient administration of the CMAA and TCM programs. The Host Entity is responsible for collecting and disbursing funds for CMAA and TCM trust funds, paying the Department of Health Care Services (DHCS) for the CMAA/TCM administrative costs, paying the CMAA/TCM LGA consultant costs as well as managing and overseeing all procurement activities on behalf of the LGA Consortium. Santa Cruz

County has taken on the role of Host Entity and will manage these duties. Approval of this agreement will allow participating programs to continue receiving funds. The County of Monterey has been receiving the benefits of this Agreement, this Agreement is to memorialize the informal Agreement and conduct of the parties.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 4. Enhance Employee Wellbeing and Workforce Capacity. It also supports the following of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems. 4. Mobilize community partnerships and action to identify and solve health problems. 5. Develop policies and plans that support individual and community health efforts. 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

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FINANCING:
This Agreement is funded by Health Realignment and MAA revenue. Appropriations are included in the Health Department's (HEA014-8438) FY 2025-26 Adopted Budget. For the FYs out, provision will be made in the Requested Budget for the appropriate year.

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

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

Prepared by: Patricia Vasquez, Accountant III, 755-6343
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

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38.a
Approved 5/6/2025
Board of Supervisors
DOC-2025-361

COUNTY-BASED MEDI-CAL
ADMINISTRATIVE ACTIVITIES (CMAA)
TARGETED CASE MANAGEMENT (TCM) AGREEMENT
Between the
COUNTY OF SANTA CRUZ
and
COUNTY OF MONTEREY, ON BEHALF OF
MONTEREY COUNTY HEALTH DEPARTMENT

THIS AGREEMENT is made and entered into by and between County of Monterey, on behalf of Monterey County Health Department, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

WHEREAS, LGA desires to promote access to health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

WHEREAS, LGA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

WHEREAS, HOST ENTITY was selected by CMAA/TCM LGA Consortium ("Consortium") to collect and disburse LGA participation fees; and

WHEREAS, the Santa Cruz County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:

1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
1.2. HOST ENTITY is the "Host Entity" solely for the purpose of collecting and disbursing funds for the Consortium trust fund ("Trust Fund"), as described in the Consortium bylaws and terms of this AGREEMENT.

Docusign Envelope ID: F0325C44-619B-41C3-9051-36F4636BCDAA

1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.
1.4. HOST ENTITY will receive an annual compensation in the amount approved per the consortium annual budget. for the performance of its HOST ENTITY services under Sections 1.1 through 1.3 of this AGREEMENT paid from the Trust Fund.

2. LGA Responsibilities:

2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).

3. Disclaimers:

3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all its costs related to its participation in the CMAA and/or TCM program(s).
3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

4. Insurance and Indemnification:

4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

5.1. LGA may give written notice of its intent to terminate this AGREEMENT and accordingly relinquish its membership and rights to participate in the Consortium, at any time.

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5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement for the period of the contract.

5.3. Participation fees shall be calculated and payable to the HOST ENTITY for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

5.4. LGA will continue to pay fees until all TCM Cost reports have been audited by DHCS.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2025, through June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are integral parts of this agreement and are deemed incorporated by reference herein.

Exhibits:

Exhibit A - Scope of Work -Agreement Concerning County-Based Medi-Cal Administrative Activities/ Targeted Case Management
Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Docusign Envelope ID: F0325C44-619B-41C3-9051-36F4636BCDAA

"HOST ENTITY"
Duly Authorized

COUNTY OF SANTA CRUZ

By DocuSigned by: Jessica Randolph 5/6/2025
A2B41FF65D5549A...
Director of Health Services or Designee
Health Services Agency
1800 Green Hills Road, Suite 240
Scotts Valley, California 95066

"LGA"
Duly Authorized

COUNTY OF MONTEREY

By _____
Elsa Mendoza Jimenez
Director of Health Services
1270 Natividad Rd.
Salinas, California 93906

Approved as to Form:
DocuSigned by: 4/8/2025
Office of the County Counsel Date

Approved as to Insurances:
Signed by: Gina Borasi 4/14/2025
Risk Management Date

Approved as to Form:
DocuSigned by: Stacy Saetta
Name: Stacy Saetta
Title: Chief Deputy County Counsel

6/23/2025 | 2:25 PM PDT
Date

Approved as to Fiscal Provisions:
DocuSigned by: Patricia Ruiz
Name: Patricia Ruiz
Title: Auditor Controller Analyst I

6/24/2025 | 7:01 AM PDT
Date

Docusign Envelope ID: F0325C44-619B-41C3-9051-36F4636BCDAA

DEFINITIONS

1. Local Government Agency (LGA) - A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.

2. CMAA/TCM LGA Consortium ("Consortium") - A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.

3. Participation Fee ("Participation Fee") - Payment to the Consortium for the consortium's CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).

4. Executive Committee (EC) - A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.

5. Consortium Trust Fund ("Trust Fund") - Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.

6. Membership - All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.

7. HOST ENTITY - The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.

8. Termination - To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments or fees due. All fees are due and payable during this time.

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EXHIBIT A: Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities/ Targeted Case Management

HOST ENTITY shall:

1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA pursuant to Exhibit 8.
2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget per Consortium by-laws.
9. Pay all expenses incurred as HOST ENTITY, including costs related to coordinating the Annual LGA Conference hosted by the Consortium.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.

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3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

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EXHIBIT B: Payment and Fee Structure

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time $500 fee to initially join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium ("Consortium"). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.

2. Annual Participation Fee:

    a. The LGA shall be assessed an annual participation fee calculated as the LGA's proportionate share of the LGA Consortium's approved current fiscal year budget.
    b. The LGA's proportionate share percentage shall be calculated as the actual MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM revenue received from DHCS by all LGAs for that same period.
    c. The LGA's proportionate share of the LGA Consortium's approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium's total budgeted expenditures for the MAA and TCM programs for the current fiscal year.
    d. For those LGA's not receiving any revenue from the MAA or TCM programs but still have outstanding TCM Cost Reports that require an audit, the fee charged will be based on the average of the last three (3) years revenues. This amount will be added to the revenue spreadsheet received from DHCS each year, which breaks out the annual revenue for each LGA.
    e. For those LGA's that have yet to receive any revenue, but have already paid the $500 initial fee, the $500 fee will continue until revenue is received and able to be used as a basis for the calculations in subsections a-c above.

docusign

Certificate Of Completion

Envelope Id: A2FCD156-14C0-4F8C-92E3-173AB4053F39
Status: Completed
Subject: Contract 26R0238 (25-1576) 5/06/2025 BOS
Source Envelope:
Document Pages: 8
Signatures: 3
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
HSA Admin Processing
701 Ocean Street
Santa Cruz, CA 95060
hsa.adminprocessing@santacruzcountyca.gov
IP Address: 63.194.190.170

Record Tracking

Status: Original
4/7/2025 1:18:14 PM
Holder: HSA Admin Processing
hsa.adminprocessing@santacruzcountyca.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: County of Santa Cruz
Location: Docusign

Signer Events	Signature	Timestamp
John Nguyen John.Nguyen@santacruzcountyca.gov Lead Assistant County County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: F0F6FD189D784BF... Signature Adoption: Uploaded Signature Image Using IP Address: 76.126.28.101	Sent: 4/7/2025 1:28:31 PM Viewed: 4/7/2025 6:35:35 PM Signed: 4/8/2025 2:49:17 PM
Electronic Record and Signature Disclosure: Accepted: 6/12/2024 8:53:19 AM ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3		
Gina Borasi GINA.BORASI@SANTACRUZCOUNTYCA.GOV Risk Manager County of Santa Cruz Security Level: Email, Account Authentication (None)	Signed by: E4EADC5BA53B4DB... Signature Adoption: Pre-selected Style Using IP Address: 63.194.190.100	Sent: 4/8/2025 2:49:19 PM Viewed: 4/14/2025 12:05:21 PM Signed: 4/14/2025 12:09:50 PM
Electronic Record and Signature Disclosure: Accepted: 12/18/2023 9:38:58 AM ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6		
Jessica Randolph Jessica.Randolph@santacruzcountyca.gov Director of Admin Services County of Santa Cruz Security Level: Email, Account Authentication (None)	DocuSigned by: A2B41FF65D5549A... Signature Adoption: Pre-selected Style Using IP Address: 134.16.3.93	Sent: 5/6/2025 3:15:56 PM Viewed: 5/6/2025 5:05:45 PM Signed: 5/6/2025 5:05:53 PM
Electronic Record and Signature Disclosure: Accepted: 4/25/2025 4:03:08 PM ID: 08cde362-d080-4a9c-baf7-ae58110051c0		

Signer Events	Signature	Timestamp
CBD eSignature cbd.esignature@santacruzcountyca.gov County of Santa Cruz Security Level: Email, Account Authentication (None)	**Signed** Using IP Address: 63.194.190.100	Sent: 5/6/2025 5:05:55 PM Viewed: 5/7/2025 12:32:26 PM Signed: 5/8/2025 8:57:02 AM Freeform Signing

Electronic Record and Signature Disclosure:
Accepted: 6/20/2024 3:08:48 PM
ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Mary Chavez Mary.Chavez@santacruzcountyca.gov Administrative Services Manager, HSA County of Santa Cruz Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 63.194.190.170	Sent: 4/14/2025 12:09:52 PM Resent: 5/6/2025 3:12:19 PM Viewed: 5/6/2025 3:15:36 PM Completed: 5/6/2025 3:15:55 PM

Electronic Record and Signature Disclosure:
Accepted: 1/29/2024 11:09:47 AM
ID: bea244a8-de93-452d-ae33-0e92921eb7f4

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
HSA ADMIN HSA.AdminProcessing@santacruzcountyCA.GOV Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/8/2025 8:57:05 AM

Electronic Record and Signature Disclosure:
Accepted: 4/24/2024 2:34:11 PM
ID: 00c89360-1e1f-479f-918e-15cefaa8da5a

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2025 1:28:31 PM
Envelope Updated	Security Checked	4/7/2025 1:31:33 PM
Envelope Updated	Security Checked	4/8/2025 2:36:27 PM
Envelope Updated	Security Checked	4/8/2025 2:36:27 PM
Envelope Updated	Security Checked	4/8/2025 2:36:27 PM
Envelope Updated	Security Checked	4/8/2025 2:36:27 PM
Envelope Updated	Security Checked	5/6/2025 3:12:18 PM
Envelope Updated	Security Checked	5/6/2025 3:12:18 PM
Envelope Updated	Security Checked	5/6/2025 3:12:18 PM
Envelope Updated	Security Checked	5/6/2025 3:12:18 PM
Certified Delivered	Security Checked	5/7/2025 12:32:26 PM
Signing Complete	Security Checked	5/8/2025 8:57:02 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/8/2025 8:57:05 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

Docusign Envelope ID: F0325C44-619B-41C3-9051-36F4636BCDAA

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

Introduced: 7/9/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
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
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SUMMARY/DISCUSSION:

The Alliance has established the Alliance Housing Fund to support the efforts of health care providers and community organizations in Mariposa, Merced, Monterey, San Benito and Santa Cruz counties that advance the Alliance’s mission to provide timely access to quality health care services and increase Medi-Cal capacity in the Alliance’s service area. The fund provides grants to build, purchase, renovate and/or furnish permanent housing units, recuperative care facilities and short-term post-hospitalization housing units.

The County of Monterey Health Department (“Department”) will match the Alliance award

dollar-for-dollar from Whole Person Care funds and will commit further Department funds to achieve an estimate project budget of up to $9,000,000. The project will primarily serve 16 to 20 adult Medi-Cal beneficiaries ("Patients"), of which at least 80% will be Medi-Cal beneficiaries who require post-hospital recuperative care but have no habitable location to heal and recover from their injuries or disease. Patients will typically stay up to 90 days with full Medi-Cal reimbursement, and if required, may stay up to six months longer with partial Medi-Cal reimbursement. Patient sleeping cabins will be fully accessible, single occupancy, design/build or modular ensuite units with roll-in showers. Two ancillary buildings will house administrative and social support case management/dining/wellness education. The Department will issue a Request for Proposal and select a provider for MRCC operations.

Site development and construction will be completed in three phases, corresponding with two payments of 66%, and 34% as follows:
Phase 1 - Confirm site ownership, prepare preliminary budget, provide proof of existing department matching funds. Estimated Phase 1 completion: July 2025.
Phase 2 - Construction documents, permits, bidding process, contract award or modular provider selection. Estimated Phase 2 completion: March 2027.
Phase 3 - Site work, construction or assembly, utility hookups, furnishing and equipment, occupancy. Estimated Phase 3 completion: December 2028.

The useful life of the project is anticipated to be at least 10 years from the time of construction or assembly. The project will operate 365 days per year and will be staffed 24 hours per day.
The Department will work with the Alliance, Natividad, and homeless services providers to develop an efficient eligibility, referral, admittance, social services, discharge program. Patients will receive three meals and snacks daily, laundry service, and transportation to medical appointments.

This work supports the County of Monterey's Health Department 2025-2028 Strategic Plan Goal 1: Provide exceptional person-centered care through accessible, community-focused health services Empower the community to improve health. It also supports three of the following of the ten essential public health services, specifically: #3. Inform, educate, and empower people about health issues; #7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable; and #10. Research for new insights and innovative solutions to health problems.

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

FINANCING:
There is no impact to the General Fund from approval of this action. As the Department was notified of partial approval on January 31, 2025, appropriations for grant activities and the associated revenue were included in the Fiscal Year 2025-26 Adopted Budget. The Health Department will use existing WPC Department funds for the grant matching funds.

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

☐ Economic Development:

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

☐ Administration:

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

☒ Health & Human Services:

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

☐ Infrastructure:

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

☐ Public Safety:

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

Prepared by: Patricia Zerounian, MPP, Management Analyst III, 588-8202
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Funding Agreement

Introduced: 7/9/2025

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

Prepared by: Patricia Zerounian, MPP, Management Analyst III, 588-8202
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Funding Agreement

Docusign Envelope ID: 2BD51C05-11A7-45B3-A970-BA78ACC9FFA1

LETTER OF AGREEMENT FOR THE ALLIANCE HOUSING FUND

SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION
AND
COUNTY OF MONTEREY,

on behalf of the

COUNTY OF MONTEREY HEALTH DEPARTMENT

This Letter of Agreement for the Alliance Housing Fund ("Agreement"), effective upon the date of the last signature ("Effective Date"), is entered into between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health ("Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981, and County of Monterey, on behalf of the County of Monterey Health Department ("Partner"), having a principal place of business at 1270 Natividad Road Salinas, CA 93906.

Recitals

Whereas, the Alliance has established the Alliance Housing Fund ("Alliance Housing Fund") to offer awards to health care providers and community organizations to support efforts that advance the Alliance mission to provide accessible, quality health care guided by local innovation in the Alliance's service area;

Whereas, the Alliance may award Alliance Housing Fund funds to Alliance contracted providers and non-contracted organizations;

Whereas, the Alliance has agreed to award Partner Alliance Housing Fund funds, contingent upon Partner's performance as set forth herein, to be used by Partner for the purpose of performing the project described in the Statement of Work attached as Exhibit 1 (the "Project") and Partner desires to receive Alliance Housing Fund funds from the Alliance for performing the Project;

Now Therefore, the Alliance and Partner agree that all funds awarded to Partner under the Alliance Housing Fund shall be subject to the terms and conditions of this Agreement.

1. Alliance Housing Fund Background. The Alliance established the Alliance Housing Fund to fund projects in the areas of permanent housing, recuperative care, and short-term post-hospitalization housing. The Alliance earned funds from the Housing and Homelessness Incentive Payment Program ("HHIP"), a voluntary incentive program that enabled Medi-Cal managed care plans ("MCPs") to earn incentive funds for making progress in addressing homelessness and housing insecurity as social determinants of health. The Alliance shall utilize HHIP funds earned by the Alliance to fund the Alliance Housing Fund in a manner consistent with the terms of HHIP, any terms imposed as a condition of federal approval of HHIP, and any Department of Health Care Services ("DHCS") guidance related to HHIP. The Alliance may also utilize funds from the

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Alliance's Medi-Cal Capacity Grant Program ("MCGP") to fund the Alliance Housing Fund as the Alliance deems appropriate. The Partner submitted a letter of intent to the Alliance containing Partner's gaps and needs information ("Letter of Intent"), which the Alliance relied upon in determining the terms of this Agreement, including but not limited to the terms of the Statement of Work attached to this Agreement as Exhibit 1 and hereby incorporated by reference ("SOW"). The actual amount of the funds awarded to Partner ("Award") shall be determined by and contingent upon Partner's completion of the Project as outlined in the SOW. For purposes of this Agreement, "Medi-Cal eligible individuals" or "Medi-Cal eligible residents" shall mean individuals with incomes that meet the then-current Medi-Cal eligibility income limits, regardless of whether such individuals meet any other Medi-Cal eligibility requirements unrelated to income.

2. Statement of Work. Subject to the terms and conditions stated in this Agreement, the Alliance agrees to provide the Award to Partner for completing the Project described in the SOW. Partner represents and warrants to the Alliance that: (i) Partner's performance under this Agreement shall be conducted with due diligence and in a competent, efficient, timely manner, and in full compliance with the highest professional standards of practice in the industry; (ii) if Partner's work requires any licenses, Partner has, or will have prior to commencement, obtained all such licenses and all such licenses shall be in full force and effect during the Funding Term; (iii) the Project, when completed, will be in conformity with all of the requirements set forth in this Agreement and will be free of material errors or defects.

3. Liaisons. The Alliance and Partner will each designate a liaison(s) to serve as a point of contact for activities performed related to this Agreement (each, a "Liaison") as set forth in the applicable SOW.

4. Utilization and Amount of Award. The amount of the Maximum Award shall be set forth in the SOW reflects the Project funding needs described in Partner's Letter of Intent. Partner acknowledges and agrees that the actual Award shall be granted in consideration of and on condition that Partner expends Award funds only for the purpose of performing its obligations as set forth in this Agreement. To the extent that Partner anticipates it will be unable to utilize or does not actually utilize any portion of the Award funds to perform the Project in conformance with the terms of this Agreement, the SOW, and the Project Plan, Partner shall notify the Alliance and return any such Award funds. Partner agrees to assume any obligation to furnish any additional funds that may be necessary to complete and maintain the Project described in this Agreement and the SOW. All costs accrued prior to the Effective Date are not eligible for reimbursement unless specifically provided for in the terms of the SOW.

5. Payment Schedule. The schedule for the payment of the Award is set forth in the SOW.

6. Payment Documentation. The timing, scope, and format of the documentation that Partner shall provide to the Alliance to request funds is set forth in the SOW. The Alliance reserves the right to request additional documentation as it deems necessary to validate the use of Award funds, either before or after use by Partner, and shall have the right at its sole

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discretion to withhold any payment pending any questions that it may have regarding the use of funds. The Alliance reserves the right to enter into a separate agreement with a third party to ensure that the covenants of this Agreement are met by the Partner, including but not limited to those of the SOW.

7. Recoupment. Should Partner only partially achieve certain Milestones despite Partner's good faith attempt to complete the Milestones in their entirety, the Alliance may assess whether and to what extent partial payment is appropriate. If the Alliance determines that the Partner's partial Milestone achievement effectively supports Project goals, then the Alliance may, at its sole discretion, award partial payment in an amount the Alliance deems appropriate for the Partner's contribution to the Project goals. Notwithstanding the foregoing, the Alliance shall be under no obligation to award partial payments for incomplete Milestones. It is at the Alliance's sole discretion to determine if Partner must return part or all of any Award payment for partially-completed Project Milestones. Partner agrees to return any Award payments that Partner already received under this Agreement for incomplete Milestones as the Alliance may direct, even if such funds were properly used.

8. Disputed Amounts. The Alliance shall be permitted to withhold payment of any amounts for which the Alliance, in good faith, disputes or contests, including reducing such payment amounts by a recoupment consistent with the above terms. In the event of a good faith dispute pursuant to which the Alliance believes it is entitled to withhold or recoup payments, the Alliance may withhold payment of the disputed amount provided that, within thirty (30) calendar days following the Alliance's receipt of the progress or final report which initiates the interim or final payment and which the Alliance in good faith deems to be in dispute, the Alliance shall notify Partner in writing with a detailed explanation stating the factual basis for the Alliance's withholding or recoupment of payment. To contest such withheld amounts, Partner must, within ten (10) calendar days following receipt of the Alliance's notice of disputed amounts, respond to the Alliance in writing with a detailed explanation stating the factual basis, if any, for Partner, in good faith, demanding payment on any amount in dispute. Parties shall negotiate in good faith to resolve the dispute before pursuing other available legal remedies.

9. Permissible Use of Funds. Award funds may only be used for the purpose of paying expenses that are actually incurred by Partner in carrying out the SOW and Project Plan during the Funding Term for which the Award has been provided (as defined in Section 18), or during such other period of time as the Alliance may explicitly agree to in this Agreement or the final approved Project Plan. Expenses that may be funded by Alliance Housing Fund funds are those described in the final approved Project Plan. Partner is responsible for ensuring that actual expenditures are for eligible Project costs.

a. Funds may be used for capital expenditures only, which can include site development, design services, site investigations, constructed or modular buildings, equipment, and furnishings that are necessary for the delivery of care or equipment essential to the operation of the facility. However, funds cannot be used for the following purposes, and any amounts budgeted for such unapproved uses will be deducted from payment amounts awarded hereunder:

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i. The Award cannot be used for rental subsidies, operating costs, or services.

ii. No part of the Award may be used to fund administrative services or other operating expenses of the Partner, regardless of whether such administrative services or other operating expenses would be utilized to support the completion of the Project.

iii. No part of the Award may be used to fund expenses related to religious activities, lobbying, or political action by the Partner.

iv. Unless specifically provided for in the terms of the approved Project Plan or SOW, in the event that the Award provides funding for a project that was already in progress on the Effective Date, no part of the Award may be used to fund costs accrued for activities completed or costs incurred prior to the Effective Date.

v. Partner may not use Award funds to cover expenditures that have already been funded through other sources.

vi. All Project-related costs are site-specific, and must relate to, occur, or be used at the single proposed site that is contained in the Agreement.

10. Reporting. Partner shall provide the Alliance with two progress reports due upon completion of each Milestone phase as indicated in the Payment Schedule set forth in the SOW and such other documentation as may be required under the SOW. Partner shall also provide a final report due one (1) calendar year from the Phase Three Completion Date, but in any event no later than the end of the Funding Term. The reporting templates will be provided by the Alliance and available on the Alliance's online incentives portal. Partner will submit the progress and final reports through the Alliance's online incentives portal. Failure to submit these report(s) will be considered a material breach of this Agreement, may delay interim or final payments of the Award and may disqualify Partner from receiving future funding from the Alliance.

11. Evaluation and Monitoring. The Alliance may monitor and conduct evaluation of operations under this Agreement. This may include a visit from Alliance staff to observe the Partner's operations related to the Project and the Award, discuss the Project and program activities with the Partner's personnel, and review financial or other records and materials connected with the Project activities financed by the Award.

12. Corrective Action. While uncommon, there may be extraordinary and rare circumstances in which the Alliance deems it necessary or desirable to utilize a corrective action plan for modifying the Agreement terms to facilitate the Partner's compliance with its terms, including adjustment of Milestones, the amount of the Award, completion documentation, and/or extension of completion dates. Partner shall promptly notify the Alliance if Partner anticipates it will not timely achieve any Milestones outlined in the SOW in their entirety, along with a written explanation and any documentation supporting the reasons for Partner's delay. Circumstances within Partner's control shall not in

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themselves be considered sufficient justification for granting a corrective action. Partner noncompliance with modified terms under a corrective action plan shall result in termination of this Agreement consistent with Section18, except to the extent that the Alliance elects to further modify the terms of the Agreement in accordance with the foregoing.

13. Bad Faith Recoupment. The Alliance reserves the right to request additional documentation as it deems necessary to validate Partner's use of the Award, either before or after Partner's use. If the Alliance reasonably determines that Partner is in breach of Partner's implied covenant of good faith and fair dealing by failing to take reasonable steps to achieve Milestones or deliver the deliverables, then the Alliance may, in its sole discretion, recoup, withhold, or reduce all or part of any Award payment, as applicable.

14. Compliance with Other Obligations. Partner shall comply with laws and regulations and any regulatory agreements, commitments or undertakings that are imposed on Partner as a result of its receipt of funding from other sources pursuant to Sections 17, 21, 24, and the SOW.

15. Books and Records. Partner agrees to maintain satisfactory financial accounts, documents, and records in connection with the Award and make them available to the Alliance, the State of California, the United States Department of Health and Human Services, the Comptroller General of the United States, or as otherwise required by law. Partner also agrees to retain such financial accounts, documents and records for three (3) calendar years following termination of this Agreement. Partner agrees to maintain and make available for inspection by the Alliance accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

16. Funding Promotion. Any materials used to advertise, announce, or otherwise inform the public of the receipt of the funding provided for hereunder shall describe the funding and the work funded by the Alliance accurately, and in a way that conforms to the purpose statement in the SOW. Any such materials that mention or include information about the Alliance shall refer to the health plan as "Central California Alliance for Health (the Alliance)" on first usage and "the Alliance" thereafter. Any published list of funders who have supported activities related to this funding must include the Alliance. Funded organization must inform the public about the Alliance's funding through the use of signage, acknowledgement in published materials, news media, social media, websites, or other public announcements, as applicable. All materials produced in accordance with this Agreement (including but not limited to training curriculum, agendas, newsletters, flyers, brochures, reports, and videos, etc.) shall contain a statement that the material is funded through the Alliance. Funded organizations who receive funding for the purpose of constructing or renovating a building must memorialize Alliance financial support with a plaque. Funded organizations must refer to the Alliance's Promotion Toolkit for Funded Partners for instruction on the required promotional verbiage, use of Alliance name and Alliance logo in promotional activities. If a funded organization wishes to execute promotional activities or communication not included in the toolkit, the funded organization must obtain written approval of communication materials promoting Alliance funding prior to engaging in these efforts or activities.

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17. Legal Compliance.

a. Applicable Law. Partner shall perform its obligations under this Agreement at all times in strict accordance with all applicable federal, state, and local laws, including, but not limited to, Prevailing Wage Laws, equal opportunity laws, disability rights legislation, general procurement standards, contract work hours and safety standards, ordinances, regulations, HIPAA, and DHCS guidelines. Additionally, this is a publicly funded Project and is subject to all state and local laws and regulations for public works, including, without limitation, California Labor Code Section 1720, et seq. and Public Contract Code § 1100 et seq. ("Prevailing Wage Laws"). Partner understands that such laws and regulations include exemptions that may apply to the Project, but Partner will assume responsibility for and indemnify the Alliance relating to such laws as such may be applicable to the Project in accordance with paragraph 27 (Indemnification) of this Agreement.

b. Disallowed Funds. With respect to Award funds, if any, which are ultimately provided by the State or Federal government, Partner agrees that if Partner claims or receives payment from the Alliance for an eligible expense, payment, or reimbursement of which is later disallowed by the State or Federal government, Partner shall promptly refund the disallowed amount to the Alliance upon the Alliance's request. At its option, the Alliance may offset all or any portion of the disallowed amount against any other payment due to Partner hereunder or under any other agreement. Any such offset with respect to a portion of the disallowed amount shall not release Partner from Partner's obligation hereunder to refund the remainder of the disallowed amount.

18. Term and Termination.

a. This Agreement shall be effective on the Effective Date and shall automatically expire on January 31, 2029, unless earlier terminated by the parties as permitted herein ("Funding Term"). This Funding Term accounts for the activity period to perform the Project activities and an additional three months for reporting and payment after completion of all Project Milestones as set forth in the SOW.

b. The Alliance may terminate this Agreement for cause at any time upon written notice to Partner. Cause includes but is not limited to the following: (i) Partner fails to comply with the terms of this Agreement, including any failure to timely complete the Milestones or failure to satisfy the conditions precedent to disbursement of Award funds; (ii) Partner is unable to or is reasonably anticipated to be unable to complete the Project as set forth in the SOW; (iii) Partner ceases its plans to utilize or discontinues its utilization of the facility to serve Medi-Cal eligible recipients prior to reaching assigned capacity, or otherwise materially curtails operations necessary for completion of the Project; (iv) the Alliance determines that any material fact or representation made or furnished to the Alliance by Partner in connection with its application or Letter of Intent was untrue or misleading at the time that such fact or representation was made known to the

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Alliance, or subsequently becomes untrue or misleading; or (v) the Alliance discovers that Partner has concealed any material fact from the Alliance related to the Letter of Intent, this Agreement, or the Project.

c. The Alliance may terminate this Agreement or cease providing payments hereunder in the event that the Alliance determines, in its sole discretion: (i) that further payments as set forth in this Agreement could violate laws or regulations, including laws or regulations in existence on the Effective Date that may have been clarified or subject to new or changed interpretation, or (ii) in the event of a natural disaster or other event that causes the Alliance to be unable to fulfill its commitment hereunder.

d. This Agreement and the Alliance's obligation to make further payment hereunder shall terminate immediately in the event that Partner ceases operations or in the event of Partner's insolvency, which insolvency shall be considered to have occurred when Partner makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, if a receiver or trustee is appointed with respect to a substantial part of such other party's property, or a proceeding is commenced against it which will substantially impair Partner's ability to complete the Project described in the SOW. The Alliance reserves the maximum rights it is entitled to under any law and under the terms of this Agreement to seek return of any payments made prior to Partner's cessation of operations or insolvency, and to ensure that no funds provided pursuant to this Agreement, no matter when they were provided, shall be used for the purpose of paying Partner's general creditors or for any purpose other than as specifically set forth in the SOW.

19. Effect of Termination. In the event of termination, this Agreement shall terminate and have no further force or effect with respect to either party as of the termination date, except that all obligations arising or accruing prior to termination, including requirements regarding the use or return of Award funds, shall be performed in accordance with the terms of this Agreement and shall survive termination. Termination or expiration of this Agreement shall not affect Partner's obligations under Sections 6-8 and Sections 13-43 of this Agreement, Useful Life obligations in the SOW, or any other obligation that, by its nature, is intended to survive termination or expiration of this Agreement. Upon any termination by the Alliance for cause, Partner shall return any unexpended Award funds to the Alliance within thirty (30) calendar days of the Alliance's written notice of termination, unless the Alliance has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

20. Remedies.

a. In the event that Partner is unable to provide documentation evidencing that Partner utilized Award funds for the sole purpose of completing the Project in accordance with the SOW, Partner shall return such portions of the Award funds to the Alliance

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for which Partner is unable to provide supporting documentation within thirty (30) business days of the Alliance's request.

b. In the event Partner fails to timely complete the Project Milestones set forth in the SOW, the Alliance may require Partner to return any Award funds that Partner has already received under this Agreement, even if such funds were properly used. Partner's specific obligation to return funds is further set forth in the SOW.

c. In addition to any other provision of this Agreement, if the Alliance determines, in its sole discretion, that Partner has violated or failed to carry out any provision of this Agreement, including but not limited to failure to provide documentation provided for in Section 6 and Section 10 of this Agreement and the SOW, the Alliance may, in addition to any other legal remedies it may have, refuse to make any further Award payments to Partner or on Partner's behalf under this or any other grant agreement, and may demand the return of all or part of the Award funds previously received by Partner or any third-parties on Partner's behalf, which Partner shall immediately pay to the Alliance. The Alliance may also avail itself of any other remedies available under the law.

21. Other Capital Implementation Terms and Conditions; Return of Funds. Partner agrees that its receipt of funds is conditioned on meeting the applicable requirements of this Section 21. To the extent that the requirements in this Section 21 are applicable to the Project funded under this Agreement, if Partner fails to meet any of these Section 21 requirements, the Alliance may withhold payment hereunder and may, in its sole discretion, exercise any available legal or equitable rights applicable to Partner's return of Award funds received by Partner hereunder. Partner shall provide the Alliance with such documentation as the Alliance may request from time to time during the Funding Term that demonstrates to the satisfaction of the Alliance that Partner has satisfied and will satisfy all the applicable requirements set forth in this Section 21.

a. Additional Financial Commitments. Partner represents that the Award Amount received hereunder represents no more than 50% of total Project costs, and that the remaining 50% of funding necessary to complete the implementation of the Project will come from sources other than the Alliance, such as through third-party donations, in-kind products and/or services, cash or documented loans or lines of credit, and/or other state, local, or grant funding.

b. Proof of Ownership, Lease Agreement, or Intent to Purchase. Partner warrants and represents that it has secured long-term rights to use the site-specific facility described in the SOW for which the Maximum Award was determined, and provided the Alliance with proof of such rights by one of the following means:

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i. Partner has furnished proof of its legal ownership of the land and/or facility to the Alliance; or

ii. Partner has secured a long-term lease agreement for the facility and provided a copy of the lease to the Alliance; or

iii. Partner has proposed funding for the acquisition of the land and/or the facility and provided a binding letter of intent to purchase the land and/or facility to the Alliance.

c. On-Site Services for Transitional/Permanent Supportive Housing. If Partner has received an Alliance Housing Fund Award for a permanent supportive housing project, Partner represents that medical and/or social supportive services will be available to medically fragile Medi-Cal residents with complex needs at the proposed site, which shall be funded by sources other than the Alliance Housing Fund or other Alliance grant programs.

d. Useful Life. Partner represents that the completed Project facility will serve Medi-Cal eligible individuals as set forth in this Agreement, including meeting the Minimum Medi-Cal Occupancy requirements defined in the SOW, for a period of not less than ten (10) years from the Phase Three Completion Date ("Useful Life").

If the facility ceases to service Medi-Cal eligible individuals in accordance with this Agreement prior to the end of the Useful Life, Partner shall provide the Alliance with at least ninety (90) days advance notice prior to the date upon which the facility ceases to service Medi-Cal eligible individuals. In the event that the Partner ceases using the facility to serve Medi-Cal eligible individuals as required under this Agreement or reduces the availability of units for Medi-Cal eligible individuals below the required Minimum Medi-Cal Occupancy, Partner shall pay to the Alliance a prorated portion of the Award amount, as follows:

i. Less than Three Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for less than three years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 80% of the Award amount.

ii. Less than Five Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for three or more but less than five years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 50% of the Award amount.

iii. Less than Seven Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for five or more but less than seven years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 20% of the Award amount.

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iv. Less than Ten Years. Partner maintains the Minimum Medi-Cal Occupancy standard for seven or more but less than ten years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 10% of the Award amount.

v. Waiver of Repayment Obligation. In the event that Partner fails to maintain the Minimum Medi-Cal Occupancy standard or fails to continue using the facility for the benefit of Medi-Cal eligible individuals during the Useful Life the Alliance may waive all or some of Partner's repayment obligation if the Alliance determines, in its sole discretion, that such failure is attributable to circumstances that are beyond Partner's control.

vi. Serving Medi-Cal Eligible Individuals at a Different Facility. The Alliance may waive Partner's repayment obligation if Partner ceases to occupy the facility but continues to make the same number of Minimum Medi-Cal Occupancy units available to Medi-Cal eligible individuals without interruption at a different facility that has at least the capacity as the facility for which Partner has received an Award hereunder, and that is within the service area of the Alliance (i.e., the Counties of Mariposa, Merced, Monterey, San Benito, and Santa Cruz).

vii. Operation of Facility by Third Party. Through a Request for Proposal process, Partner will contract with a not-for-profit organization for the operation of the facility. If Partner sells the facility or leases or subleases the facility to a third party or enters into any transaction through which Partner no longer owns or leases or has responsibility for and control of the operation of the facility as contemplated herein, Partner shall pay to the Alliance the applicable prorated amounts set forth in this Section 21 unless such third party agrees in writing to, and is deemed by the Alliance, in its sole discretion, to be qualified to continue serving Medi-Cal eligible individuals at Minimum Medi-Cal Occupancy levels under the same terms and conditions that Partner has agreed to as set forth herein. Partner shall provide the Alliance with at least ninety (90) days advance notice of a transaction described herein.

22. Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail, return receipt requested, or U.S. Postal Service Express Mail, with postage prepaid, or by Federal Express or other overnight courier that guarantees next day delivery. Unless otherwise stated in the SOW, notices shall be sent to the address of the receiving party's principal place of business. Either party may change the address for notice by giving written notice to the other party. Changes to either party's notice address or Liaison shall not require an amendment to this Agreement.

23. Taxes. Partner shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including

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possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Project, the Award, or any of the activities contemplated by this Agreement.

24. Compliance with Services Agreement. If Partner is a party to any other agreement(s) with the Alliance, Partner shall comply with all of the requirements in such agreement(s), including any nondiscrimination provisions.

25. Use of Subcontractors. As between Alliance and Partner, Partner shall be responsible for the acts, defaults and omissions of any subcontractor or its agents or employees as fully as if they were the acts, defaults or omissions of Partner. Partner shall ensure that its subcontractors comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Project. All references herein to duties and obligations of Partner shall be deemed to pertain also to all subcontractors to the extent applicable. A breach by any subcontractor shall be deemed to be a breach hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Alliance. Each subcontract shall incorporate all of the terms of this Agreement to the extent they apply to the subcontracted portion of the Project. Without limiting the scope of the foregoing, Partner shall ensure that each subcontract shall provide the Alliance, the audit and inspection rights set forth herein. Upon the request of Alliance, Partner shall promptly furnish to the Alliance true and correct copies of each subcontract permitted hereunder.

26. Liability of Alliance. THE ALLIANCE'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE AWARD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE ALLIANCE BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROJECT PERFORMED IN CONNECTION WITH THIS AGREEMENT.

27. Indemnification. Partner, at its own expense, agrees to defend, indemnify, and hold harmless the Alliance and the Alliance's affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any intentional or negligent act or omission of Partner related to any of its obligations performed hereunder, (ii) any breach of Partner's representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any third-party rights or any laws or regulations relating primarily to Partner's performance of its obligations under this Agreement, except to the extent caused by Alliance.

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28. Debarment and Suspension Certification. Partner hereby certifies that neither it nor any of its principals, owners, employees or subcontractors (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a covered transaction by any federal department or agency, or is excluded as the result of state or federal action from participation in any federally-funded health care program; (b) has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it or them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (b) above; or (d) has within a three-year period preceding this Agreement had one or more public transaction (federal, state or local) terminated for cause or default. (The terms "covered transaction", "debarred", "suspended", "ineligible" and "voluntarily excluded" have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.) Partner shall provide immediate written notice to the Alliance if at any time the foregoing certification becomes erroneous. Upon the request of the Alliance at any time during the term of this Agreement, Partner shall update and reissue such certification. Partner further agrees that it will obtain from all subcontractors to whom Partner subcontracts any portion of the Services, if any, such subcontractor's written certification of, and agreement to, the matters set forth in this paragraph, in a form acceptable to the Alliance.

29. Insurance. At all times during the Term and for such period of time thereafter as required for Partner to maintain Insurance Coverage with respect to all of the Services performed hereunder and all of Partner's (and its employees') acts and omissions in connection with this Agreement, Partner shall maintain in full force and effect the following types of insurance to insure against risks or liability (collectively, "Insurance Coverage"):

a. Commercial General Liability Insurance, including premises liability, products liability (if products are being provided), completed operations coverage, and contractual liability, with minimum limits of $1,000,000 per occurrence, $2,000,000 policy aggregate, including bodily injury (including death) and property damage, covering all of Partner's operations under this Agreement (which insurance shall be provided on an "occurrence" form).

b. Commercial Automobile Liability Insurance, with minimum limits of $1,000,000 per occurrence, combined single limit, for bodily injury (including death) and property damage, covering all owned, non-owned and hired automobiles.

c. Workers' Compensation, with minimum limits as required by law, and Employer's Liability insurance (if applicable) with the following minimum limits: (1) Bodily Injury by accident: $1,000,000 each accident; (2) Bodily Injury by disease:

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$1,000,000 each employee; and (3) Bodily Injury by disease: $1,000,000 policy limit.

If, in any of the foregoing cases, Partner has procured a claims-made based policy (or policies) and such policy (or policies) are cancelled or not renewed, Partner agrees to exercise any option contained in said policy (or policies), or otherwise obtain tail coverage, that extends the reporting period for a period of at least four (4) years after the termination or expiration of this Agreement.

None of the foregoing requirements as to the type and limits of insurance to be maintained by Partner are intended to and should not be construed as limiting in any manner Partner's obligations under this Agreement.

Partner may satisfy its insurance obligations through self-insurance, provided it maintains sufficient financial resources to meet or exceed the required coverage limits and provides written verification of such self-insurance upon request. Each of Partner's insurance policies shall: (i) be issued by companies that have an A. M. Best rating of not less than "A-", and are in a size category which is not lower than "VIII"; (ii) be primary and noncontributory with any of the Alliance's insurance; and (iii) not be cancelled or non-renewed except upon at least thirty (30) days' prior written notice to the Alliance. Upon or prior to the full execution of this Agreement, and upon expiration or renewal of any required certificate or endorsement, Partner shall provide to the Alliance certificates evidencing all insurance and endorsements required by this Section 29. Certificates and endorsements shall be submitted electronically to: COI@ccah-alliance.org. Notwithstanding anything else, if Partner fails to so provide the Alliance with any such certificates, the Alliance may withhold payment of any amounts that are otherwise due to Partner until up to thirty (30) calendar days after such certificates are provided to the Alliance, and/or terminate this Agreement immediately upon notice.

30. Conflict of Interest. Partner hereby certifies that it has read and is aware of the provisions of California Government Code Section 1090 et seq., the California Political Reform Act (California Government Code Section 81000 et seq.), and Title 22 California Code of Regulations (CCR) Section 53600 relating to conflict of interest of public officers and employees. Partner agrees that it is unaware of any financial or economic interest of any public officer or employee of the Alliance relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, the Alliance may immediately terminate this Agreement by giving written notice thereof.

31. Equitable Remedies. Partner acknowledges and agrees that the Alliance may suffer immediate, irreparable harm in the event Partner fails to comply with its obligations under this Agreement, and monetary damages may be inadequate to compensate the Alliance for such breach. Partner agrees that the Alliance will be entitled to seek a judicial temporary restraining order, preliminary injunction, or other equitable relief against Partner (without the requirement of posting a bond or other form of security) to enforce the terms of this Agreement.

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32. Arbitration. Any controversy, dispute or claim of whatever nature and irrespective of the facts or circumstances or the legal theories advanced shall be resolved by binding arbitration at the request of either Party. A single neutral arbitrator shall be appointed. The arbitration shall be administered by JAMS and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Such arbitration shall occur in Santa Cruz County, California. The arbitrator shall apply California substantive law and federal substantive law where state law is preempted. The Federal Arbitration Act, 9 U.S.C. § 1-16, shall also apply. The arbitrator shall prepare in writing and provide to the Parties an award including factual findings and the legal reasons on which the award is based. The arbitrator may award compensatory damages as permitted by law, but exemplary or punitive damages shall not be awarded. The Parties shall divide equally the cost of the arbitration, including, but not limited to the arbitrator's fee and any related administrative fees and charges. The Parties shall each bear their respective attorneys' fees and costs incurred in the arbitration. The arbitration and any information obtained in connection with this Agreement or through discovery as set forth in this Section 32 shall be confidential and neither the Parties nor the arbitrator may disclose such information to third parties without the written consent of the Parties, except that the Parties may disclose such information as necessary to seek confirmation of the arbitration award, to enforce any judgment entered on account of the award or as otherwise is required by law; however, the Parties may make such disclosure as is necessary to their respective auditors, accountants, attorneys and insurers.

33. Independent Partners. The parties hereto are independent contractors and neither the Alliance nor Partner is an agent or employee of the other.

34. Taxpayer Identification Number and Certification. Upon execution of this Agreement, Partner shall complete and deliver to the Alliance the IRS Form W-9, Request for Taxpayer Identification and Certification.

35. Time is of the Essence. Time is of the essence with respect to Partner's performance of the Services and delivery of the Deliverables. FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLES THE ALLIANCE TO MANDATE THE PARTNER TO RETURN TO THE ALLIANCE ANY AWARD FUNDS DISBURSED; IN ANY SUCH INSTANCE, THE ALLIANCE MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO PARTNER.

36. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof that would require the application of the laws of any other state.

37. Severability. Except as explicitly stated otherwise in this Agreement, if any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

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38. Waiver. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed by the waiving party. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

39. Assignment. This Agreement shall not be assigned by the Partner either in whole or in part.

40. Successors; No Third-Party Beneficiaries. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

41. Order of Precedence. In the event of any express and unequivocal conflict or inconsistency between the provisions of any SOW and the provisions of this Agreement, the provisions of this Agreement will govern and control.

42. Entire Agreement. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.

43. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

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The parties are concurrently executing this Agreement, and the SOW attached as Exhibit 1 and fully incorporated herein, both effective upon final signature ("Effective Date").

Partner:	**Alliance:**
County of Monterey, on behalf of County of Monterey Health Department	Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed:_____	Date Signed:_____

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EXHIBIT 1
STATEMENT OF WORK
ALLIANCE HOUSING FUND AWARD

This Statement of Work ("SOW") is entered into pursuant to, and is governed by, that certain Letter of Agreement ("Agreement") concurrently executed between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health (the "Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981, and County of Monterey, on behalf of the County of Monterey Health Department ("Partner"), having a principal place of business at 1270 Natividad Road Salinas, CA 93906.

This SOW is fully incorporated into the Agreement and sets forth additional terms and conditions that apply to Partner's receipt of the Alliance Housing Fund Award described below. Any individual reference to the "Agreement" or "SOW" shall be deemed to include the terms of both the Agreement and SOW.

Project:	Medical Recuperative Care Center ("Project")
Award Date:	January 31, 2025
Partner Name:	County Of Monterey Health Department
Partner's Liaison:	Patricia Zerounian, MPP, Health Department Management Analyst III Email: zerounianp@countyofmonterey.gov Phone number: 831-588-8202
Award:	The actual amount of the Alliance Housing Fund funds awarded to Partner shall be determined commensurate with Partner's achievement of the Project Milestones below and contingent upon Partner's compliance with the terms of the Agreement in which this SOW is incorporated ("Award").
Maximum Award:	The Award amount shall not exceed **$3,924,669.00** ("Maximum Award")
Purpose of Project:	To support Medical Recuperative Care Center Project as described in this Agreement and the Letter of Intent dated December 27, 2024, attached to this Agreement as Exhibit 2, that is or will be located at 855 E. Laurel Drive, Salinas, CA 95036 and to provide services to Medi-Cal eligible individuals currently experiencing homelessness.

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Minimum Medi-Cal Eligible Individuals Preference Threshold Requirement:	Partner must restrict occupancy for at least 80% of the Project's total units to individuals that meet the then-current Medi-Cal eligibility income limits at the time of placement ("Minimum Medi-Cal Occupancy").

A. PAYMENT PRECONDITIONS: The Alliance will not disburse any Award payments until this Agreement, including this SOW, has been fully executed and the Alliance has approved a Project Plan, as described below, and all required supporting documents. The Partner shall append applicable supporting documents to the Project Plan, all in form and substance acceptable to the Alliance. To ensure Project feasibility and financial sustainability, Partner must fulfill the payment preconditions below and provide documentation for review in accordance with the terms of this Agreement and SOW before receiving any Award funds. All non-Alliance funds necessary to complete the full Project costs, including any pre-development, development, and post-development activities described in this Agreement and SOW must be committed as a condition precedent to receiving Award funds It is mutually agreed that if the Partner does not appropriate sufficient funds to cover the full Project costs, the Alliance may immediately terminate the Agreement, and the Alliance shall have no liability to pay any Award funds whatsoever or to furnish any other considerations to Partner. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

a. **Project-Specific Contingencies:**
   - Organization passing any required environmental assessments related to this Project. Partner must meet the remediations necessitated by environmental assessments no later than the Phase Two Completion Date in order to receive any Award payment.

b. **Funding Sources:** Partner will satisfy its obligation to cover the costs of the Project's development, operations, and services as set forth in this Agreement by leveraging funding commitments, or other reasonable funding assurances, from other funding sources. Partner agrees that the Award is contingent upon Partner securing funding from such sources to cover the total cost of completing the Project and fulfilling Partner's obligations under the Agreement, including the Useful Life requirement. The Alliance's obligation to make any disbursements of Award funds to Partner is subject at all times to Partner's ongoing demonstration of its ability to cover the costs of the Project. Partner represents that Partner has secured funding for the Project as follows:

   i. Non-Alliance funding sources:
      - County of Monterey Health Department: $5,075,331.00

Partner must fulfill the above contingencies and provide documentation for review in accordance with the terms in this Agreement and SOW to ensure project feasibility and financial sustainability. All funds necessary to complete the full

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Project costs, including the development and post-development activities described in the Agreement and this SOW, must be committed as set forth in this Agreement. It is mutually agreed that if the Partner does not appropriate sufficient funds to cover the full Project costs, the Alliance may immediately terminate the Agreement, and the Alliance shall have no liability to pay any Award funds whatsoever or to furnish any other considerations to Partner. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

B. PROJECT PLAN: For purposes of this Agreement, "Project Plan" shall mean a clear, precise, and detailed implementation schedule with an itemized budget for the Project, including a description of the work to be performed under each Milestone, corresponding completion dates, and corresponding costs. The Project Plan must include all uses of funds (ex., acquisition costs, site preparation and infrastructure costs, rehabilitation/or construction costs, financing costs, professional fees, developer fees, and other soft costs) associated with the Project. Partner shall prepare and submit a proposed Project Plan to the Alliance for approval in accordance with the Phase 1 Milestones below. The Project Plan must include documentation in a form satisfactory to the Alliance evidencing the firm commitments of the Funding Sources listed above with all applicable terms and conditions. Examples of satisfactory forms of documentation include:

a) Final loan approval letters;
b) Bank statement demonstrating reserves earmarked for the Project;
c) Tax credit award letters;
d) Binding Grant award letters;
e) If the applicant is a partnership or limited liability corporation, a copy of the partnership agreement or operating agreement, which will indicate the cash contributions by the partner(s) or member(s);
f) If equity is committed by the developer or owner(s), evidence of available equity funds; and
g) Board resolution documenting committed funding.

The Alliance shall have ten (10) business days to review and, in its discretion, approve or raise objections to the proposed Project Plan. If the Alliance raises any such objections, Partner shall have three (3) business days to revise and resubmit a proposed Project Plan. The Alliance shall have no obligation to disburse any Award funds unless and until Partner submits a Project Plan acceptable to the Alliance. Upon acceptance, the Project Plan shall automatically become incorporated into and form an essential part of this Agreement, and the Award shall be conditioned upon Partner's adherence to the deliverables schedule under the approved Project Plan.

Partner must promptly notify the Alliance of any unexpected delays and challenges that are likely to have a material adverse impact on Partner's ability to complete the Project in a manner consistent with the approved Project Plan, such as weather, strikes, differing site conditions, price increases in construction materials, and other events beyond Partner's control. Partner must obtain

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written approval from the Alliance prior to making any material changes to the Project Plan. Minor variances in Project Plan budget line items shall not be considered material unless total Project expenditures would exceed the total budget amount or result in significant delays. Changes to the Project Plan requiring the Alliance's prior approval will not be effective unless and until approved in writing by the Alliance. Changes approved by the Alliance will not necessitate an amendment of this Agreement.

C. PROJECT MILESTONES: In order to maintain continued eligibility to receive the Award funds hereunder, Partner must meet the following Project milestones (each, a "Milestone"):

1. **Phase One**
    a. Phase One Milestones:
        i. Provide proof of fulfillment of any remaining Payment Preconditions listed in Section A of this SOW, except as explicitly set forth in Section A(a) of this SOW.
        ii. Confirm Project site ownership.
        iii. Complete preliminary site development and estimated construction budget.
        iv. Submit Project Plan, including 1) Funding Sources documentation as described in Section B above; 2) Design plans; and 3) Construction budget.
    b. Phase One Completion Date: July 31, 2025.
    c. Deliverables: Documentation of Phase One Milestones completion, including submission of proposed Project Plan and documentation of any applicable Payment Preconditions listed in Section A of this SOW.
    d. Deliverable Due Date: Within sixty (60) business days of Effective Date.
    e. Payment Percentage: 0% of Maximum Award.

2. **Phase Two**
    a. Phase Two Milestones:
        i. Complete site development plans.
        ii. Provide proof that all Project-Specific Contingencies have been met.
            - Should Partner fail to provide the Alliance with evidence of satisfactory completion of all Payment Preconditions listed in Section A of this SOW (including meeting any environmental remediations necessitated by environmental assessments) by the Construction Start Date, this Agreement will automatically terminate with immediate effect, and the Alliance shall have no obligation to pay any Award amount, regardless of whether Partner completed any other Milestones.
        iii. Obtain general contractor bids.
        iv. Sign general contractor contract.
        v. Acquire building permits.
        vi. Begin Construction.

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- Construction Start Date. In order to maintain eligibility for the interim payments provided for in this SOW, Partner must begin construction of the Project no later than March 31, 2027 ("Construction Start Date").

b. Phase Two Completion Date: March 31, 2027.
c. Deliverables: Detailed documentation of Phase Two Milestones completion, including timely submission of reports.
d. Deliverable Due Date: April 30, 2027.
e. Payment Percentage: 66% of Maximum Award

3. **Phase Three**
   a. Phase Three Milestones:
      i. Establish Prioritization Process for Medi-Cal Eligible Individuals. By November 30, 2027, Partner, and participating hospitals will establish a process for prioritizing Medi-Cal eligible individuals for placement. All prioritization systems must be at all times in strict accordance with all applicable federal, state, and local laws, including the U.S. Department of Housing and Urban Development's Fair Housing Act.[1] Partner shall develop Project prioritization systems as follows:
         - Permanent Supportive Housing. If all or a portion of the Project is for permanent supportive housing, the following shall apply to such permanent supportive housing units:
            - Unless otherwise preapproved by the Alliance, Partner will develop referral protocols which prioritize placement of Medi-Cal eligible individuals through the local Coordinated Entry System ("CES"). If Partner wishes to utilize a prioritization system other than CES, Partner may submit a request to utilize a comparable system to the Alliance at least 30 days prior to implementation date. Any request to utilize a prioritization system other than CES must be delivered in writing by Partner and include a detailed narrative description of the prioritization system, justification for utilizing the non-CES system, and an attestation that the placement prioritization process complies with the terms of this Agreement and Medi-Cal eligibility income requirements.
            - Should Partner include a request to utilize a non-CES system in Partner's Phase 1 Milestone Project Plan deliverable, such non-CES system shall be considered approved under this Agreement upon the Alliance's approval of the Project Plan.
            - Should requirements from other funding sources or other external constraints prevent Partner from using CES, Partner

[1] Housing Discrimination Under the Fair Housing Act | HUD.gov / U.S. Department of Housing and Urban Development (HUD)

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shall provide documentation to the Alliance evidencing such terms and conditions.

- Should Partner already have a prioritization system comparable to CES in place that Partner wishes to continue utilizing as of the due date set forth above in Section C(3)(a)(i) of this SOW, then Partner shall adopt the following protocol unless otherwise agreed upon by the Alliance:
  i. If Partner's prioritization list already contains a queue, Partner will: validate listed individuals' Medi-Cal eligibility using income guidelines and submit validated prioritization list to the Alliance for approval.
  ii. Once Partner's prioritization list is exhausted, Partner will: identify other Medi-Cal eligible individuals through the Partner's alternative system, validate such individuals' Medi-Cal eligibility using income guidelines, and submit the validated prioritization list to the Alliance for approval.
  iii. Once Partner's prioritization list is exhausted, if Partner is not able to identify any additional Medi-Cal eligible individuals through the alternative system, Partner will: utilize CES, validate such individuals' Medi-Cal eligibility using income guidelines, and submit validated prioritization list to the Alliance for approval.

- Non-Permanent Supportive Housing. If all or a portion of the Project is for uses other than permanent supportive housing (e.g., recuperative care and short-term post hospitalization housing), the following shall apply to such non-permanent supportive housing units:
  - Partner shall submit a proposed process of prioritization to the Alliance at least 30 days prior to implementing such process under this Agreement. Such proposal must be delivered in writing by Partner and include a detailed narrative description of the prioritization process, how such system will prioritize placement of Medi-Cal eligible individuals to meet Minimum Medi-Cal Occupancy requirements, and an attestation that the placement prioritization process complies with the terms of this Agreement and Medi-Cal eligibility income requirements.
  - Should Partner include a proposed process of prioritization in Partner's Phase 1 Milestone Project Plan deliverable, such system shall be considered approved under this Agreement upon the Alliance's approval of the Project Plan.

ii. Complete Construction.

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- By November 30, 2027, Partner will complete construction of the Medical Recuperative Care Center Project at 855 E. Laurel Drive, Salinas, CA 93906, for the purpose of allocating at least 80% of the Project's total units to Medi-Cal eligible individuals ("Minimum Medi-Cal Occupancy").

iii. Obtain Certificate of Occupancy.
- By November 30, 2027the Certificate of Occupancy will be received.
- By November 30, 2027, all units will be available for Minimum Medi-Cal Occupancy.

iv. Establish Service Availability and Best Efforts Prioritization Outcomes.
- By November 30, 2027, Partner will ensure that on-site case management services are available/provided and individual services plans are developed for all Medi-Cal eligible residents receiving case management services.
- By November 30, 2027, Partner shall use best efforts to achieve goal of: discharging original Medi-Cal eligible residents to interim shelter, supportive housing, or permanent supportive housing, with no hospital readmittance for the original cause within 30 days of discharge.

b. Phase Three Completion Date: December 31, 2028.
c. Deliverables: Detailed documentation of Phase Three Milestones completion, including timely submission of reports and, as applicable, validated prioritization lists.
d. Deliverable Due Date: January 31, 2029.
e. Payment Percentage: 34% of Maximum Award.

4. **Post Completion; Useful Life.**
a. Useful Life Implementation. At all times during the Useful Life (i.e., 10 years following Phase Three Completion Date), Partner shall place Medi-Cal residents as set forth in this Agreement consistent with Medi-Cal eligibility income requirements and the approved prioritization process. For this purpose, Partner agrees to provide the Alliance with an annual report which attests that Partner has maintained the Minimum Medi-Cal Occupancy requirement as set forth in this Agreement and SOW, and that Partner has continued to comply with all terms of this Agreement. Partner agrees to submit a complete and accurate report to the Alliance by March 31st of each calendar year for the Useful Life of the Project, (i.e., 10 years following Phase Three Completion Date) ("Annual Attestation"). The Annual Attestation shall be consistent with the format outlined in the Annual Attestation Template attached as Exhibit 3 to this Agreement. Partner also agrees to timely provide all information reasonably requested by the Alliance to validate Partner's Annual Attestation responses. Partner may deliver the Annual Attestation to the Alliance in the manner specified in Section 22 of the Agreement, by submission through the Alliance's online incentives portal, or by email to: pdincentives@thealliance.health with a copy to the Alliance's Liaison. If delivered by email, the Annual Attestation shall be deemed given when actually received by

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the Alliance. The failure of Partner to timely submit the Annual Attestation shall be a material breach of this Agreement. This Section shall survive termination of the Agreement.

b. Should a Medi-Cal eligible individual cease to be eligible for Medi-Cal after placement due to an increase in such individual's income or a decrease in the Medi-Cal eligibility income limits, and such change in status causes Medi-Cal eligible occupancy to fall below the Minimum Medi-Cal Occupancy, Medi-Cal eligible individuals must be given first priority for all next available units until the Minimum Medi-Cal Occupancy is reached. Partner's failure to meet the Minimum Medi-Cal Occupancy for the aforementioned reasons shall not be considered a violation of this Agreement or SOW, provided that Partner follows the foregoing procedure. This Section shall survive termination of this Agreement.
c. Useful Life End Date: December 31, 2038
d. Deliverables: Annual attestation.
e. Deliverable Due Date: March 31st of each calendar year during the Useful Life.

D. PROJECT DURATION. Partner must complete all activities that were submitted for funding in the Letter of Intent approved by the Alliance on January 31, 2025 and provide all required reporting to the Alliance within the Funding Term (i.e., before January 31, 2029). Partner shall continue to house Medi-Cal eligible individuals in accordance with this Agreement for no less than the Useful Life (i.e., 10 years following Phase Three Completion Date).

E. PAYMENT SCHEDULE. Payments shall be made to Partner by the Alliance according to the schedule provided below, subject to the Alliance's receipt of all documentation reasonably required by the Alliance and Partner's compliance with all of the terms of this Agreement:

a. Initial Payment. There shall be one initial payment for the completion of Phase 1 and Phase 2 Milestones outlined above in Section C of this SOW. The initial payment shall not exceed sixty-six percent (66%) of the Maximum Award amount. Subject to Partner's timely completion of all Phase One and Phase Two Milestone requirements, this payment shall be paid within thirty (30) business days of the Alliance's receipt of all Phase 2 Deliverables, including a progress report (narrative and original Project budget versus actual expenses), verification of Project expenses incurred since the Effective Date, proof of obtaining all Project funding, and proof of completion of all Project-Specific Contingencies, including AUGF issuance. The progress report should include documentation (e.g., project management report, inspection report, permit, etc.) demonstrating that Phase One and Phase Two Milestones have been completed and all Payment Preconditions set forth in Section A of this SOW have been met.

b. Final Payment. Final payment of thirty-four percent (34%) of the Maximum Award amount (or remaining balance per actual Project expenses) shall be paid within thirty (30) business days of the receipt by the Alliance of a progress report indicating that all Milestones of the Project have been completed. The progress report will include a narrative, original Project budget versus actual expenses, and verification of Project expenses incurred since the previous payment. Progress

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report should include documentation demonstrating that the Project is complete (e.g. certificate of occupancy).

F. DOCUMENTATION. Partner shall provide the Alliance with notice in the form requested by the Alliance of the Construction Start Date and the Phase Three Completion Date, and provide the Alliance with such further documentation as it may request to verify that Partner has actually begun and/or completed the Project as required under this SOW. Partner will submit documentation through the Alliance's online incentives portal unless otherwise requested by the Alliance. Partner shall notify the Alliance when Partner meets the Construction Start Date and Phase Three Completion Date requirements. Partner shall further provide, within thirty (30) calendar days of the Alliance's request, such progress, financial, operational, and other reports as the Alliance may from time-to-time request, in a form and substance satisfactory to the Alliance. Failure to provide requested documentation within the required time period shall be considered a material breach of this Agreement, and the Alliance may, at its discretion, terminate this Agreement for cause and recoup payment in accordance with the terms of this Agreement, and/or withhold any portion of the Award otherwise payable under this Agreement.

G. DISCRETION OF ALLIANCE. If Partner fails to meet the required Construction Start Date or the required Phase Three Completion Date and/or reporting deadlines, the Alliance shall have the discretion to withhold interim or final payments hereunder, as the case may be, and may, at its sole discretion, change or adjust any of the deadlines provided for herein, including requiring such additional documentation or changes as it shall determine to be reasonable and necessary for the completion of the Project under an alternative schedule.

H. ACTUAL COSTS. Payments shall be made for Partner's actual costs incurred and reported in accordance with this Agreement. Under no circumstances shall payment exceed the amount of the Maximum Award.

[*signatures appear on following page*]

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The parties are concurrently executing this SOW and the Agreement, both effective upon final signature ("Effective Date").

For the Partner:	**For the Alliance:**
County of Monterey, on behalf of the County of Monterey Health Department	Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed:_____	Date Signed:_____

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EXHIBIT 2

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Elsa Jimenez, Director of Health
Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

December 27, 2024

Kate Nester, Program Development Manager, Central California Alliance for Health
1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066-4981

Re: Alliance Housing Fund Application: $4,500,000

The County of Monterey (County) has underway a partially funded, 30-bed non-congregate medical recuperative care center (MRCC) located in Salinas, near Natividad, County primary care and specialty clinics, behavioral health clinics, and the SHARE family housing and navigation center. Funding for this project will help accelerate this long-planned, fast-tract project that will make use of CalAIM, ECM, and CS for some of its operational costs.

Proposal: The MRCC project consists of a recuperative care center (up to 90 days) and short-term posthospitalization housing (up to 6 months) predominantly for Medi-Cal enrolled or Medi-Cal eligible persons who are unsheltered. The MRCC will be comprised of 30 non-congregate modular units, each consisting of a bedroom with hospital bed, dresser, and nightstand, and fully ADA-compliant bathroom with sink, toilet, and roll-in shower. The facility will be staffed 24/7 with licensed medical care professionals (registered nurses, licensed vocational nurses, and/or public health nurses) who will aid healing from disease and injury while working with Enhanced Care Management and Community Support intensive care coordinated service professionals to help decrease hospital re-admissions and unsheltered homelessness. Qualified patients will be referred by Natividad and Salinas Valley Health (SVH) to the MRCC where ideally, medical staff will have access to their medical records.

While at the MRCC, patients will be screened for appropriate medical and social services including but not limited to primary care physicians and medical specialists, behavioral health clinicians, social services and housing navigators, and other streams of the continuum of care for unsheltered individuals. These services will support Medi-Cal applications, access to dental care, and links to primary care and specialty physicians. The Health Department's Behavioral Health Bureau will address crises and substance

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disorders. County Social Services will review Medi-Cal applications and facilitate links to temporary cash assistance, general assistance, CalFresh, and CalWORKS. Our community homeless services partners will enter patients into the homeless management information system and navigate patients to housing, legal services, and other social supports,

Whenever possible, discharged patients will be transferred to the County's SHARE Center, a 100-bed individual and family shelter and housing navigation center that provides a range of essential services. Patients may also be transferred to other shelters, supportive housing, sobriety centers, or other appropriate levels of care including skilled nursing facilities, if needed.

MRCC Site and Building Attributes: Each non-congregate recuperation unit is designed with a 50-year lifespan that can be disassembled, relocated, and reassembled if needed. With drains in the bedrooms and bathrooms, the units can easily be washed down and sanitized between patient occupancy. They are fully ADA compliant with air conditioning, smoke detectors, and fire alarm and call systems. Wi-Fi, cable TV, and cell phones will be available to each patient. The units will include exterior benches, and the grounds will include pathways, lighting, landscaping, shaded conversation areas, attractive border fencing, perhaps a dog run and dog wash station, and a designated smoking area. The rectangular site is easily accessible by an existing street and will have dedicated parking for staff and service providers, meal and laundry deliveries, and intake/discharge.

Organization Description: The County has a decades-long history of providing facility construction and programs to individuals and families who are unsheltered through its Health and Social Services Departments, and its Office of Homeless Services. In collaboration with local jurisdictions, community partners, and various care systems, the County uses a coordinated approach to address homelessness, focusing on both prevention and intervention strategies. This collaborative effort ensures that individuals atrisk of or currently experiencing homelessness receive timely and effective health, mental health, social services, and housing support. The County is a Medi-Cal provider through its ten Federally Qualified

Health Centers, behavioral health, public health nursing, and Natividad, the County's 172-bed acute care safety-net medical center and teaching hospital, and Level II Trauma Center.

Statement of Need: Monterey County's unhoused residents do not have a hygienic and safe place to medically recover from illness or post-hospitalization when their conditions no longer meet medical necessity to be hospitalized. The MRCC will fill this gap in our system of care by providing vulnerable individuals a clean, safe, and secure place to fully recover, thereby reducing re-hospitalization, prolonged illness, or death. Nearly all people served by the MRCC will be Medi-Cal beneficiaries or presumed MediCal eligible who have been discharged from Natividad and hopefully, SVH hospitals. The project will create the only comprehensive clinical care recuperative facility in the county and beds will specifically serve Monterey County.

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Achievable Solution: The County's solution includes 30 prefabricated, freestanding, furnished units with en suite bath, arranged in a secure configuration on County-owned land, adjacent to the County's existing 100-bed SHARE family housing and navigation. Other freestanding units will serve as:

- an Administration building with a welcome area and private offices for intake and discharge procedures, facility operations, and staff charting,
- a Health Center providing offices for occupational and physical therapies, access to behavioral health therapies, medical/legal counseling, and social services navigation conferences,
- a Community Connections building with open space for patient meal service and group meetings to support mental health, housing, and employment training/opportunities. Healthy snacks will be available here from 7 am to 11 pm.

Budget and Funding Sources: The project budget is approximately $9 million and can be completed in approximately 18 months, although environmental assessment requirements are currently undetermined. The construction budget for a turn-key project is based on comprehensive estimates developed by the architect/engineering consultant, the general contractor, and County of Monterey Public Works, Facilities, and Parks Department. The budget includes site design and engineering; permits and utility meters; and site improvements consisting of grading, compaction, and trenching; parking paving and striping; building foundations; electrical, water, and sewer services; fencing, lighting, covered sidewalks, and landscaping; security cameras; directional and onsite signage; non-congregate units and three ancillary buildings; fixtures, furnishings, and equipment, and limited startup costs. The Health Department has committed $4.5 million in earmarked department funds, and this proposal is for a matching $4.5 million in Alliance Housing Funds. This proposal includes the MRCC furnishings, fixtures, and equipment, but does not represent operational costs. The County of Monterey is free from any debarment and/or suspension, declaration of ineligibility, or voluntarily excluded by any federal department or agency.

Project Architect/Engineering Consultant: The County has issued a work order to Kasavan Architects, a trusted and award-winning full-service design and engineering firm in Salinas. Kasavan Architects has performed design services to the County of Monterey since 1948. Their MRCC services include: Site surveys, geotechnical investigation, environmental analysis, civil, structural, mechanical, electrical and data/communications and landscape and irrigation to support site development as approved by the County and as required by applicable codes and regulations. Sub consulting services include:

- Surveys and Civil Engineering – Whitson Engineers, Monterey
- Utility Locating Services – TBD
- Environmental Consulting - EMC Planning Group, Monterey
- Environmental Engineer (Hazardous Materials) - M3 Environmental, Monterey
- Structural Engineer – Donald C. Urfer & Associates, Soquel
- Mechanical/Fire Protection Engineer – Axiom Engineers, Monterey

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- Fire Flow Test – TBD
- Electrical Engineer – Aurum Consulting Engineers, Monterey
- Landscape Architect – Bellinger Foster and Steinmetz, Monterey

General Contractor: The County is conducting in-depth discussions with a building and general contractor

(B and C licenses) having state of California pre-approved rates provided through Senate Bill 1395, which additionally waives the need for local government requests for proposals and some environmental assessment requirements. This contractor is a pioneer in providing governments with

comprehensive emergency response, disaster recovery, and modular sheltering solutions for unhoused individuals and families. The County's project planning team is working closely with this contractor to identify tailored solutions that will achieve our vision of filling known gaps in our local continuum of medical care for county residents who are unsheltered.

Operations: The Health Department will issue a request for comprehensive operational proposals from qualified, pre-vetted organizations that are experienced in providing medical recuperative care and ancillary services for vulnerable populations. Eligible organizations must commit to the National Institute for Medical Respite Care (NIMRC) and the Respite Care Providers Network 2021 Standards for Medical

Respite Care Programs and the NIMRC's Comprehensive Clinical Care Model. The selected operator will be experienced in Medi-Cal and Medicare billing, and the Cal AIM, ECM, and CS program aspects and billing requirements. Additional operational funding will be contributed from hospital partnerships through contractual agreements. We are developing operational budget scenarios and welcome The Alliance's interest and assistance.

Summary: The project is highly feasible, accessible, and efficient for the delivery of physical, dental, behavioral health, social services, and supportive independent housing solutions. It will close a crucial gap in the County's healthcare and homelessness response continuum by providing essential support to posthospitalized individuals who are too frail or ill to return to homelessness or unsupported living environments. Importantly, this solution has been shown through peer-reviewed studies to prevent avoidable hospital readmissions and reduce emergency department use.

Contact information: Coordinating this project are Patricia Zerounian, MPP, Health Department Management Analyst III, zerounianp@countyofmonterey.gov 831-588-8202, and Elsa Jimenez, MPH, Director of Health Services, jimenezem@countyofmonterey.gov 831-755-4526.

Thank you for considering this application for available Alliance Housing Funds. Please contact me with any questions or comments you may have.

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DocuSigned by:
C7A30BA59CA8423...

Elsa Mendoza Jimenez

Director of Health Services

County of Monterey Health Department

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EXHIBIT 3

ANNUAL ATTESTATION TEMPLATE FOR

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH HOUSING FUND

This Annual Attestation applies to Partner's receipt of Housing Fund Award funds under the Letter of Agreement referenced below between Partner and the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health, ("Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981.

Partner must accurately complete and submit this Annual Attestation to the Alliance by March 31st of each calendar year for the Useful Life of the Project, as further set forth in the Letter of Agreement.

Partner may deliver this Annual Attestation to the Alliance Liaison by any of the following: in person, by submission in the Alliance's online incentives portal, by registered or certified mail, return receipt requested, or U.S. Postal Service Express Mail, with postage prepaid, by Federal Express, other overnight courier that guarantees next day delivery, or by email to: pdincentives@thealliance.health. If delivered by email, the Annual Attestation shall be deemed given when confirmed actually received by the Alliance.

Project:	Medical Recuperative Care Center ("Project")
Letter of Agreement Effective Date:	
Partner Name:	County Of Monterey Health Department
Minimum Medi-Cal Eligible Individuals Preference Threshold Requirement:	Partner must restrict occupancy for at least 80% of the Project's total units to Medi-Cal eligible individuals ("Minimum Medi-Cal Occupancy").

Requirement Type	Description of Requirement	Partner Response
Minimum Medi-Cal Occupancy	Partner must restrict occupancy for at least the Minimum Medi-Cal Occupancy levels specified above. Please confirm Partner has maintained Minimum Medi-Cal Occupancy. If Partner failed to meet Minimum Medi-Cal Occupancy levels, please provide good faith estimate of occupancy by Medi-Cal eligible	☐ Yes. ☐ No. If "No," please explain:

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	individuals during the reporting year and narrative explanation of Partner's failure to meet requirement. • If Project was for Permanent Supportive Housing, minimum threshold is based on number of units in service occupied by Medi-Cal eligible individuals during the reporting year. • If Project was for Recuperative Care or Short-Term Post-Hospitalization Housing, minimum threshold is based on number of stays by Medi-Cal eligible individuals out of total stays.	
Prioritization Process	Current prioritization process. Please confirm use of approved prioritization process. If Partner is currently using a prioritization process other than the process approved by the Alliance, please provide narrative description of current process and how process complies with Medi-Cal eligibility income requirements in alignment with the Letter of Agreement.	□ Yes □ No. If "No," please explain:

By signing the below, Partner attests that the information above is true and correct, that Partner has continued to act in compliance with the Letter of Agreement, and that the Project facilities have continued to operate in alignment with the Letter of Agreement. Partner shall provide all information reasonably requested by the Alliance to validate the above information or to support any response to any government audits or inquiries related to the Letter of Agreement.

Partner:

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Introduced: 7/14/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute 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.

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 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.

SUMMARY/ DISCUSSION:
The County of Monterey Health Department's Consolidated Environmental Laboratory (CEL) serves as the area's Regional Laboratory and provides the necessary water testing for the City of Salinas, the City of Gonzales, and over 100 community water systems. Due to the volume of testing required, the CEL coordinates testing with other cost-effective laboratories, including BSK Analytical Laboratories (BSK), and ships the samples for the client as a value-added service.

State and Federal regulations require monitoring of drinking water supplies and wastewater discharge for toxic chemicals and disease-causing microbes. There has been an increasing utilization of the CEL to perform these tests to assure the health and safety of the public.
CEL performs microbiological, general mineral and inorganic analysis in-house. Reports of ground water contamination have increased concern over the safety of the local water supply. The California Department of Public Health and the Environmental Protection Agency have mandated that drinking water systems be monitored for specific toxins.

This work supports the Monterey County Health Department 2025-2028 Strategic Plan Goals:
1. Build community power and partners' capacity to increase equity and improve health; and 2. Provide exceptional person-centered care through accessible, community-focused health services. It also supports the following three of the ten essential public health services, specifically: 2. Investigate, diagnose, and address health problems and hazards affecting the population; and
3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it; and 10. Build and maintain a strong organizational infrastructure for public health.

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

FINANCING:
This amendment is funded by 65% Public Health Lab fee revenue and 35% Health Realignment. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2024-25 Adopted Budget and FY 2025-26 Recommended 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: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report

Amendment No. 1
Agreement
Board Order

Introduced: 7/14/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute 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.

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

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

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Amendment No. 1

Agreement
Board Order

Docusign Envelope ID: 1E56A98D-7A5B-42B3-8B9A-B49E1E127103

AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
BSK ASSOCIATES

THIS AMENDMENT NO. 1 to the Agreement ("Agreement A-15985") is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and BSK Associates (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on September 7, 2022, COUNTY and CONTRACTOR entered into Agreement A-**15985** in the amount of $600,000 for the term September 1, 2022, through August 31, 2025, for the provision of Environmental Laboratory testing and analysis services; and

WHEREAS, COUNTY and CONTRACTOR wish to amend Agreement A-15985 to increase the amount of the Agreement by $600,000 for a total aggregate amount not to exceed $1,200,000; update the Scope of Work by replacing Exhibit A with Exhibit A-1; and extend the term of the Agreement for three (3) additional years, for a total aggregate term of September 1, 2022, through August 31, 2028.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Paragraph 2, "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 $600,000" **And replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of $1,200,000."

2. **Paragraph 3, "Term of Agreement", shall be amended by removing** "The term of this Agreement is from September 1, 2022, to August 31, 2025, unless sooner terminated pursuant to the terms of this Agreement. **And replacing it with** "The term of this Agreement is from September 1, 2022, to August 31, 2028, unless sooner terminated pursuant to the terms of this Agreement."

3. **Exhibit A** shall be amended by replacing it with Exhibit A-1 "Scope of Services"/Payment Provisions", attached to this Amendment No. 1. All references in the Agreement to Exhibit A shall be constructed to refer to Exhibit A-1.

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

5. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the County of Monterey on September 9, 2022.

Docusign Envelope ID: 1E56A98D-7A5B-42B3-8B9A-B49E1E127103

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: _____	BSK Associates
Contracts/Purchasing Officer	Contractor's Business Name*
Date: _____	
By: _____	By: DocuSigned by: Renea Rangell 8BDBA201AA714CC...
Department Head (if applicable)	(Signature of Chair, President, or Vice-President) *
Date: _____	
	Renea Rangell, CEO
By: _____	Name and Title
Board of Supervisors (if applicable)	
Date: _____	Date: 6/26/2025 | 3:43 PM PDT

Approved as to Form[1]

By: DocuSigned by: kevin Serrano CF464EA4829E4B5...	By: Signed by: Aaron Badavinac FEE9C6BDA96C4EB...
County Counsel	
Date: 6/27/2025 | 2:35 PM PDT	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*
	Aaron Badavinac, CFO
Approved as to Fiscal Provisions[2]	Name and Title
By: DocuSigned by: Patricia Ruiz E79EF04E37454F0...	Date: 6/26/2025 | 3:04 PM PDT
Auditor/Controller	
Date: 6/30/2025 | 7:37 AM PDT	

Approved as to Liability Provisions[3]

By: _____

Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

EXHIBIT-A-1

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
BSK Associates, 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:

CONTRACTOR shall provide services and staff, for Environmental Laboratory testing and analysis services as shown in the Analytical Service Quotation, which includes the Fee Schedule attached. Analysis shall be performed according to the methods approved by the Environmental Protection Agency or California Department of Public Health for the specific matrix.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $1,200,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

BSK ASSOCIATES

Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD
Monterey CHD
1270 Natividad Rd. Rm A15
Salinas, CA 93906

Printed: 06/29/2022
Effective: 08/01/2022
Expires: 08/01/2025

Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water					
1,2,3-Trichloropropane by GC-MS SIM	SRL 524M-TCP	1	10	$95.00	$95.00
Also report Combined Radium-226/228.	[See Details]	1	20	$250.00	$250.00
Aluminum (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Ammonia by Continuous Flow	EPA 350.1	1	10	$40.50	$40.50
Ammonium (NH4, PH/NH3)	[See Details]	1	10	$54.00	$54.00
Antimony (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Arsenic (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Arsenic Speciation	Subcontract	1	10	$200.00	$200.00
Asbestos, Drinking Water	! Method (EPA 600/R-94	1	10	$195.00	$195.00
Barium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Beryllium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Biochemical Oxygen Demand (BOD)	SM 5210B	1	10	$32.00	$32.00
Biochemical Oxygen Demand (BOD, Dissolved)	SM 5210B	1	10	$35.00	$35.00
Biochemical Oxygen Demand (cBOD, Carbonaceous)	SM 5210B	1	10	$40.00	$40.00
Boron (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Bromate by Ion Chromatography	EPA 317.0	1	10	$54.00	$54.00
Cadmium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Calcium (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Caltox Semi-Volatile Organics by GC-MS	EPA 625.1	1	10	$230.00	$230.00
Caltox Volatiles by EPA 624.1	[See Details]	1	10	$200.00	$200.00
Carbamates by HPLC	EPA 531.1	1	10	$100.00	$100.00
Chemical Oxygen Demand (COD)	SM 5220D	1	10	$36.00	$36.00
Chlorate by Ion Chromatography	EPA 300.1	1	10	$25.00	$25.00
Chlorinated Acid Herbicides by GC-ECD	EPA 515.4	1	10	$92.00	$92.00
Chlorite by Ion Chromatography	EPA 300.1	1	10	$25.00	$25.00
Chromium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Copper (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Cryptosporidium, Giardia	Subcontract	1	10	$575.00	$575.00
Cyanide by Colorimetry	SM 4500-CN E	1	10	$32.00	$32.00
Dioxin, 2,3,7,8-TCDD	Subcontract	1	10	$350.00	$350.00
Dioxin, EPA 1613 PCDD/PCDF Congeners	Subcontract	1	15	$600.00	$600.00
Diquat by HPLC	EPA 549.2	1	10	$120.00	$120.00
Dissolved Oxygen (DO) by Winkler Titration	SM 4500-O C	1	10	$26.00	$26.00

BSK ASSOCIATES

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Printed: 06/29/2022
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Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water					
DO NOT USE - LOG THE PACKAGE	SM 8010F	1	10	$39.00	$39.00
EDB and DBCP by GC-ECD	EPA 504.1	1	10	$55.00	$55.00
Endothall by GC-MS	EPA 548.1	1	10	$107.00	$107.00
EPA 537.1 Field Blank Extraction	EPA 537.1	1	10	$125.00	$125.00
General Mineral Analysis Package	[See Details]	1	10	$110.00	$110.00
Geotracker EDD - BSK Projects	None	1	10	$85.00	$85.00
Glyphosate by HPLC	EPA 547	1	10	$100.00	$100.00
Gross Alpha	Subcontract	1	10	$52.00	$52.00
Haloacetic Acids by GC-ECD, GCMS	[See Details]	1	10	$120.00	$120.00
Hexavalent Chromium by Ion Chromatography	EPA 218.7	1	10	$70.00	$70.00
Hexavalent Chromium by Ion Chromatography	EPA 218.6	1	10	$70.00	$70.00
Inorganics Analysis Package	[See Details]	1	10	$120.00	$120.00
Iron (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Lead (Dissolved) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Lead (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Lead, Copper Rule Analysis Package	[See Details]	1	10	$28.00	$28.00
Magnesium (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Manganese (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Mercury (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Mercury, wastewater by CVAA	EPA 245.7	1	10	$22.00	$22.00
MTBE by GC-MS	EPA 524.2	1	10	$50.00	$50.00
Nickel (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Nitrogen , Total Kjeldahl (TKN)	EPA 351.2	1	10	$35.00	$35.00
Nitrogen , Total Kjeldahl (TKN, Dissolved)	EPA 351.2	1	10	$40.00	$40.00
Nitrogen/Phosphorous Pesticides by GC-MS	EPA 525.3	1	10	$125.00	$125.00
Oil and Grease (1664B)	EPA 1664B	1	10	$60.00	$60.00
Oil and Grease, Total and Hydrocarbon (1664)	[See Details]	1	10	$65.00	$65.00
Organic Carbon, Total (TOC)	SM 5310C	1	10	$36.00	$36.00
Organochlorine Pesticides and PCBs by GC-ECD	EPA 608.3	1	10	$150.00	$150.00
Organohalide Pesticides and PCBs by GC-ECD	EPA 505	1	10	$92.00	$92.00
Perchlorate by Ion Chromatography (CLO4/EC)	[See Details]	1	10	$47.00	$47.00
Perfluorinated Compounds by LC-MS/MS	DoD QSM v5.1	1	10	$275.00	$275.00
Perfluorinated Compounds by LC-MS/MS	EPA 537.1	1	10	$250.00	$250.00

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Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water					
PFAS DOD List	DoD QSM v5.1	1	10	$295.00	$295.00
Potassium (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Radium 226-DW	EPA 9315	1	10	$125.00	$125.00
Radium 228-DW	EPA 9320	1	10	$125.00	$125.00
Selenium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Semi-Volatile Organics by GC-MS	EPA 525.3	1	10	$140.00	$140.00
Semi-Volatile Organics by GC-MS	EPA 525.3	1	10	$100.00	$100.00
Silica (Dissolved) by ICP	EPA 200.7	1	10	$13.50	$13.50
Silica (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Silver (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Sodium (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Solids, Total Fixed Dissolved (TFDS/TDS)	[See Details]	1	10	$28.00	$28.00
Sulfide	Subcontract	1	10	$55.00	$55.00
Surfactants (MBAS)	SM 5540C	1	10	$45.00	$45.00
Thallium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Title 22 (CA SDWA) Metals	[See Details]	1	10	$150.00	$150.00
TPH-Gasoline by GC-MS	EPA 8260B	1	10	$63.00	$63.00
Trihalomethanes by GC-MS	[See Details]	1	10	$63.00	$63.00
Tritium	Subcontract	1	10	$125.00	$125.00
Uranium, Radiological by ICP-MS/Calculation	[See Details]	1	10	$40.00	$40.00
Vanadium (Total) by ICP-MS	EPA 200.8	1	10	$13.00	$13.00
Volatile Organics (SDWA Regulated) by GC-MS	[See Details]	1	10	$85.00	$85.00
Volatile Organics by GC-MS	[See Details]	1	10	$83.00	$83.00
Zinc (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Solid					
Oil & Grease in solids by EPA 9071	Subcontract	1	10	$80.00	$80.00
Additional Items					
Cations- Ca, Mg, Na, K, Fe	Standard	1		$55.00	$55.00
Certification, Material and Disposal Inflation Fee	Standard	1		$3.00	$3.00
Geotracker-WW PFAS	Standard	1		$30.00	$30.00
				Bid Total:	$7,775.00

BSK ASSOCIATES

Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD
Monterey CHD
1270 Natividad Rd. Rm A15
Salinas, CA 93906

Printed: 06/29/2022
Effective: 08/01/2022
Expires: 08/01/2025

Package Analysis Details

Ammonium (NH4, PH/NH3) consists of:

Ammonia by Continuous Flow (EPA 350.1)
DO NOT USE - LOG THE PACKAGE (SM 8010F)
pH (SM 4500-H+ B)

Volatile Organics by GC-MS consists of:

Volatile Organics by GC-MS (EPA 524.2)

Volatile Organics (SDWA Regulated) by GC-MS consists of:

Volatile Organics (SDWA Regulated) by GC-MS (EPA 524.2)

Trihalomethanes by GC-MS consists of:

Trihalomethanes by GC-MS (EPA 524.2)

Haloacetic Acids by GC-MS consists of:

Haloacetic Acids by GC-MS (EPA 552.3)

Caltox Volatiles by EPA 624.1 consists of:

2-CEVE by EPA 624.1 (EPA 624.1)
Acrolein and Acrylonitrile by EPA 624 (EPA 624.1)
Volatile Organics by GC-MS (Caltox) (EPA 624.1)

Also report Combined Radium-226/228. consists of:

DO NOT USE, LOG THE PACKAGE (Subcontract)
Radium 226-DW (EPA 9315)
Radium 228-DW (EPA 9320)

General Mineral Analysis Package consists of:

Aggressive Index (Reqs PH/Alk/Ca) LOG THE PACKAGE! (-)
Alkalinity (CaCO3, HCO3/CO3/OH) by Titration (SM 2320B)
Calcium (Total) by ICP (EPA 200.7)
Chloride by Ion Chromatography (EPA 300.0)
Copper (Total) by ICP (EPA 200.7)
Electrical Conductivity (EC) (SM 2510B)
Iron (Total) by ICP (EPA 200.7)
Langlier Index (LI, pH/Alkalinity/TDS/Ca) by Calc. (SM 2330B)
Magnesium (Total) by ICP (EPA 200.7)
Manganese (Total) by ICP (EPA 200.7)
pH (SM 4500-H+ B)
Potassium (Total) by ICP (EPA 200.7)
Silver (Total) by ICP (EPA 200.7)
Sodium (Total) by ICP (EPA 200.7)
Solids, Total Dissolved (TDS) (SM 2540C)
Sulfate by Ion Chromatography (EPA 300.0)

BSK ASSOCIATES

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General Mineral Analysis Package consists of:

Surfactants (MBAS) (SM 5540C)
Zinc (Total) by ICP (EPA 200.7)

Inorganics Analysis Package consists of:

Aluminum (Total) by ICP (EPA 200.7)
Antimony (Total) by ICP-MS (EPA 200.8)
Arsenic (Total) by ICP-MS (EPA 200.8)
Barium (Total) by ICP (EPA 200.7)
Beryllium (Total) by ICP-MS (EPA 200.8)
Cadmium (Total) by ICP-MS (EPA 200.8)
Chromium (Total) by ICP-MS (EPA 200.8)
Cyanide by Colorimetry (SM 4500-CN E)
Fluoride by Ion Chromatography (EPA 300.0)
Lead (Total) by ICP-MS (EPA 200.8)
Mercury (Total) by ICP-MS (EPA 200.8)
Nickel (Total) by ICP-MS (EPA 200.8)
Nitrate (N) and Nitrite (N) by Ion Chromatography (EPA 300.0)
Nitrate (N) by Ion Chromatography (EPA 300.0)
Nitrite (NO2) by Ion Chromatography (EPA 300.0)
Selenium (Total) by ICP-MS (EPA 200.8)
Thallium (Total) by ICP-MS (EPA 200.8)

Lead, Copper Rule Analysis Package consists of:

Copper (Total) by ICP-MS (EPA 200.8)
Lead (Total) by ICP-MS (EPA 200.8)

Oil and Grease, Total and Hydrocarbon (1664B) consists of:

Hydrocarbon Oil and Grease (1664B) (EPA 1664B (SGT))
Oil and Grease (1664B) (EPA 1664B)

Perchlorate by Ion Chromatography (CLO4/EC) consists of:

Electrical Conductivity (EC) (SM 2510B)
Perchlorate by Ion Chromatography (EPA 314.0)

Solids, Total Fixed Dissolved (TFDS/TDS) consists of:

Solids, Total Dissolved (TDS) (SM 2540C)
Solids, Total Fixed Dissolved (TFDS) (SM 2540E)

Title 22 (CA SDWA) Metals consists of:

Aluminum (Total) by ICP (EPA 200.7)
Antimony (Total) by ICP-MS (EPA 200.8)
Arsenic (Total) by ICP-MS (EPA 200.8)
Barium (Total) by ICP (EPA 200.7)
Beryllium (Total) by ICP-MS (EPA 200.8)
Cadmium (Total) by ICP-MS (EPA 200.8)
Calcium (Total) by ICP (EPA 200.7)

BSK ASSOCIATES

Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD
Monterey CHD
1270 Natividad Rd. Rm A15
Salinas, CA 93906

Printed: 06/29/2022
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Title 22 (CA SDWA) Metals consists of:

Chromium (Total) by ICP-MS (EPA 200.8)
Copper (Total) by ICP-MS (EPA 200.8)
Iron (Total) by ICP (EPA 200.7)
Lead (Total) by ICP-MS (EPA 200.8)
Magnesium (Total) by ICP (EPA 200.7)
Manganese (Total) by ICP (EPA 200.7)
Mercury (Total) by ICP-MS (EPA 200.8)
Nickel (Total) by ICP-MS (EPA 200.8)
Potassium (Total) by ICP (EPA 200.7)
Selenium (Total) by ICP-MS (EPA 200.8)
Silver (Total) by ICP-MS (EPA 200.8)
Sodium (Total) by ICP (EPA 200.7)
Thallium (Total) by ICP-MS (EPA 200.8)
Zinc (Total) by ICP-MS (EPA 200.8)

Uranium, Radiological by ICP-MS/Calculation consists of:

Uranium (Total) by ICP-MS (EPA 200.8)

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Sample Collection / Hold Time Info

General Chemistry

Matrix	Container	Preservation	Amount Required	Hold Time
Alkalinity (CaCO3, HCO3/CO3/OH) by Titration (SM 2320B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*100mL*	*14 days*
Ammonia by Continuous Flow (EPA 350.1)				
Water	*250mL P / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Biochemical Oxygen Demand (BOD) (SM 5210B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*600mL*	*2 days*
Biochemical Oxygen Demand (BOD, Dissolved) (SM 5210B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*600mL*	*2 days*
Biochemical Oxygen Demand (cBOD, Carbonaceous) (SM 5210B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*200mL*	*2 days*
Bromate by Ion Chromatography (EPA 317.0)				
Water	*250mL P / EDA*	*Refrigerate*	*250mL*	*28 days*
Chemical Oxygen Demand (COD) (SM 5220D)				
Water	*250mL AG / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Chlorate by Ion Chromatography (EPA 300.1)				
Water	*250mL P / EDA*	*Refrigerate*	*250mL*	*28 days*
Chloride by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*200 mL*	*28 days*
Chlorite by Ion Chromatography (EPA 300.1)				
Water	*250mL P / EDA*	*Refrigerate*	*250mL*	*14 days*
Cyanide by Colorimetry (SM 4500-CN E)				
Water	*250mL P / NaOH*	*Add NaOH to pH>12; Refrigerate*	*250mL*	*14 days*
Dissolved Oxygen (DO) by Winkler Titration (SM 4500-O C)				
Water	*300mL CG DO Bottle*	*Refrigerate*	*300mL*	*0.333 days*
DO NOT USE - LOG THE PACKAGE (SM 8010F)				
Water	*250mL P / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Electrical Conductivity (EC) (SM 2510B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*75mL*	*28 days*

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Matrix	*Container*	*Preservation*	*Amount Required*	*Hold Time*
Fluoride by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*200mL*	*28 days*
Hexavalent Chromium by Ion Chromatography (EPA 218.6)				
Water	*250mL P / NH4OH(NH4)2SO4_WW*	*Refrigerate*	*250mL*	*28 days*
Hexavalent Chromium by Ion Chromatography (EPA 218.7)				
Water	*250mL P / NH4OH(NH4)2SO4_DW*	*Refrigerate*	*250mL*	*14 days*
Nitrate (N) and Nitrite (N) by Ion Chromatography (EPA 300.0)				
Water	*NA*	*No preservative; Refrigerate*	*250mL*	*2 days*
Nitrate (N) by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*250mL*	*2 days*
Nitrite (NO2) by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*250mL*	*2 days*
Nitrogen , Total Kjeldahl (TKN) (EPA 351.2)				
Water	*250mL P / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Nitrogen , Total Kjeldahl (TKN, Dissolved) (EPA 351.2)				
Water	*250mL P / None*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Organic Carbon, Total (TOC) (SM 5310C)				
Water	*40mL VOA / H3PO4*	*Add H3PO4 to pH <2; Refrigerate*	*40mL*	*28 days*
Perchlorate by Ion Chromatography (EPA 314.0)				
Water	*250mL P / None*	*No preservative; Store ambient*	*200mL*	*28 days*
pH (SM 4500-H+ B)				
Water	*1L P / None*	*Refrigerate*	*100mL*	*3 days*
Solids, Total Dissolved (TDS) (SM 2540C)				
Water	*1L P / None*	*No preservative; Refrigerate*	*1000mL*	*7 days*
Solids, Total Fixed Dissolved (TFDS) (SM 2540E)				
Water	*500mL P / None*	*None*	*500 mL*	*7 days*

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General Chemistry

Matrix	Container	Preservation	Amount Required	Hold Time
Sulfate by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*250mL*	*28 days*
Surfactants (MBAS) (SM 5540C)				
Water	*1L P / None*	*No preservative; Refrigerate*	*300mL*	*2 days*

Metals

Matrix	Container	Preservation	Amount Required	Hold Time
Aluminum (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Antimony (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Arsenic (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Barium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Barium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Beryllium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Boron (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Cadmium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Calcium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Chromium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*

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Metals

Matrix	*Container*	*Preservation*	*Amount Required*	*Hold Time*
Copper (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Copper (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Iron (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Lead (Dissolved) by ICP-MS (EPA 200.8)				
Water	*500mL P / None*	*No preservative; Refrigerate*	*500mL*	*180 days*
Lead (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Magnesium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Manganese (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Mercury (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*28 days*
Mercury, wastewater by CVAA (EPA 245.7)				
Water	*250mL Polyethylene / HCl*	*5 mL/L 12N HCL*	*250mL*	*28 days*
Nickel (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Potassium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Selenium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Silica (Dissolved) by ICP (EPA 200.7)				
Water	*500mL P / None*	*No preservative; Refrigerate*	*500mL*	*28 days*
Silica (Total) by ICP (EPA 200.7)				
Water	*500mL P / None*	*No preservative; Refrigerate*	*500mL*	*28 days*

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Metals

Matrix	Container	Preservation	Amount Required	Hold Time
Silver (Total) by ICP (EPA 200.7)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Silver (Total) by ICP-MS (EPA 200.8)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Sodium (Total) by ICP (EPA 200.7)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Thallium (Total) by ICP-MS (EPA 200.8)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Uranium (Total) by ICP-MS (EPA 200.8)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Vanadium (Total) by ICP-MS (EPA 200.8)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Zinc (Total) by ICP (EPA 200.7)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Zinc (Total) by ICP-MS (EPA 200.8)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days

Miscellaneous

Matrix	Container	Preservation	Amount Required	Hold Time
Asbestos, Drinking Water (100.2 Method (EPA 600/R-94/134))				
Water	1L P / None w/Foil	Refrigerate	1000mL	2 days
DO NOT USE, LOG THE PACKAGE (Subcontract)				
Water	1L P / HNO3	Add HNO3 to pH<2; Store ambient	1000mL	180 days
PFAS DOD List (DoD QSM v5.1)				
Water	250mL P / None	Refrigerate	250mL	14 days
Radium 226-DW (EPA 9315)				
Water	1L P / HNO3	Add HNO3 to pH<2; Store ambient	1000mL	180 days

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Miscellaneous

Matrix	Container	Preservation	Amount Required	Hold Time
Radium 228-DW (EPA 9320)				
Water	*1L P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*1000mL*	*180 days*
Sulfide (Subcontract)				
Water	*250mL P / ZnAc*	*No preservative; Refrigerate*	*250mL*	*7 days*

Semi-volatile Organics

Matrix	Container	Preservation	Amount Required	Hold Time
Caltox Semi-Volatile Organics by GC-MS (EPA 625.1)				
Water	*1L AG / None*	*Refrigerate*	*1000mL*	*7 days*
Carbamates by HPLC (EPA 531.1)				
Water	*40mL VOA / MCAA + Na2S2O3*	*Dechlorinate; Refrigerate*	*250mL*	*28 days*
Chlorinated Acid Herbicides by GC-ECD (EPA 515.4)				
Water	*250mL AG / Na2SO3*	*Sodium Sulfite 12.5g/250ml, Refrigerate*	*250*	*14 days*
Diquat by HPLC (EPA 549.2)				
Water	*1L AP / Na2S2O3*	*Dechlorinate; Refrigerate*	*1000mL*	*7 days*
EDB and DBCP by GC-ECD (EPA 504.1)				
Water	*40mL VOA / Na2S203*	*Sodium thiosulfate; Refrigerate*	*40mL*	*14 days*
Endothall by GC-MS (EPA 548.1)				
Water	*250mL AG / Na2S2O3*	*Dechlorinate; Refrigerate*	*250mL*	*7 days*
Glyphosate by HPLC (EPA 547)				
Water	*40mL VOA / Na2S203*	*Sodium thiosulfate; Refrigerate*	*40mL*	*14 days*
Haloacetic Acids by GC-MS (EPA 552.3)				
Water	*250mL AG / NH4CL*	*Dechlorinate; Refrigerate*	*250mL*	*14 days*
Hydrocarbon Oil and Grease (1664B) (EPA 1664B (SGT))				
Water	*1L AG / HCl*	*Add HCl to pH<2; refrigerate*	*1000mL*	*28 days*
Nitrogen/Phosphorous Pesticides by GC-MS (EPA 525.3)				
Water	*1L AG / Ascorbic,EDTA,KH2Ct*	*acsorbic acid, EDTA, Pot diHydrogen Citrate, Refrigerate*	*1000mL*	*14 days*

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Sample Collection / Hold Time Info

Semi-volatile Organics

Matrix	Container	Preservation	Amount Required	Hold Time
Oil and Grease (1664B) (EPA 1664B)				
Water	*1L AG / HCl*	*Add HCl to pH<2; refrigerate*	*1000mL*	*28 days*
Organochlorine Pesticides and PCBs by GC-ECD (EPA 608.3)				
Water	*1L AG / None*	*No preservative; Refrigerate*	*1000mL*	*7 days*
Organohalide Pesticides and PCBs by GC-ECD (EPA 505)				
Water	*40mL VOA / Na2S203*	*Sodium thiosulfate; Refrigerate*	*40*	*7 days*
Perfluorinated Compounds by LC-MS/MS (DoD QSM v5.1)				
Water	*250mL P / None*	*Refrigerate*	*750mL*	*14 days*
Perfluorinated Compounds by LC-MS/MS (EPA 537.1)				
Water	*250mL P / Trizma*	*Refrigerate*	*500mL*	*14 days*
Semi-Volatile Organics by GC-MS (EPA 525.3)				
Water	*1L AG / Ascorbic,EDTA,KH2Ct*	*acsorbic acid, EDTA, Pot diHydrogen Citrate, Refrigerate*	*1000mL*	*14 days*

Volatile Organics

Matrix	Container	Preservation	Amount Required	Hold Time
1,2,3-Trichloropropane by GC-MS SIM (SRL 524M-TCP)				
Water	*40mL AG VOA / HCL*	*Add HCl to pH<2; refrigerate*	*40mL*	*14 days*
2-CEVE by EPA 624.1 (EPA 624.1)				
Water	*40mL VOA / None*	*No preservative; Refrigerate*	*40mL*	*14 days*
Acrolein and Acrylonitrile by EPA 624 (EPA 624.1)				
Water	*40mL VOA / PH4-5 Buffer*	*Refrigerate*	*40mL*	*14 days*
MTBE by GC-MS (EPA 524.2)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*
TPH-Gasoline by GC-MS (EPA 8260B)				
Water	*40mL VOA / HCL*	*Add HCl to pH<2; refrigerate*	*40mL*	*14 days*
Trihalomethanes by GC-MS (EPA 524.2)				
Water	*40mL VOA AG / Na2S203*	*Dechlorinate; Refrigerate*	*40mL*	*14 days*

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Volatile Organics

Matrix	*Container*	*Preservation*	*Amount Required*	*Hold Time*
Volatile Organics (SDWA Regulated) by GC-MS (EPA 524.2)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*
Volatile Organics by GC-MS (Caltox) (EPA 624.1)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*
Volatile Organics by GC-MS (EPA 524.2)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*

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Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
General Chemistry							
Aggressive Index (Reqs PH/Alk/Ca) LOG THE PACKAGE! in Water (-)							
Aggressive Index	0.0 AGGR						
Alkalinity (CaCO3, HCO3/CO3/OH) by Titration in Water (SM 2320B)							
Alkalinity as CaCO3	3.0 mg/L		80 - 120	20			10
Bicarbonate as CaCO3	3.0 mg/L						10
Carbonate as CaCO3	3.0 mg/L						10
Hydroxide as CaCO3	3.0 mg/L						10
Ammonia by Continuous Flow in Water (EPA 350.1)							
Ammonia as N	0.10 mg/L		90 - 110	20	90 - 110	20	
Biochemical Oxygen Demand (BOD) in Water (SM 5210B)							
Biochemical Oxygen Demand	1.0 mg/L		85 - 115	20			10
Biochemical Oxygen Demand (BOD, Dissolved) in Water (SM 5210B)							
Biochemical Oxygen Demand	1.0 mg/L		85 - 115	20			10
Biochemical Oxygen Demand (cBOD, Carbonaceous) in Water (SM 5210B)							
Carbonaceous BOD	1.0 mg/L		85 - 115	20			10
Bromate by Ion Chromatography in Water (EPA 317.0)							
Bromate	1.0 ug/L		85 - 115	10	75 - 125	10	
Chemical Oxygen Demand (COD) in Water (SM 5220D)							
Chemical Oxygen Demand	15 mg/L		80 - 120	20	80 - 120	20	
Chlorate by Ion Chromatography in Water (EPA 300.1)							
Chlorate	5.0 ug/L		85 - 115	10	75 - 125	10	
surr: Dichloroacetate		90 - 115					
Chloride by Ion Chromatography in Water (EPA 300.0)							
Chloride	1.0 mg/L		90 - 110	20	80 - 120	20	
Chlorite by Ion Chromatography in Water (EPA 300.1)							
Chlorite	0.0050 mg/L		85 - 115	10	75 - 125	10	
surr: Dichloroacetate		90 - 115					
Cyanide by Colorimetry in Water (SM 4500-CN E)							
Cyanide (total)	5.0 ug/L		80 - 120	20	80 - 120	20	

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Analyte	Reporting Limit	Surr %R	Blank Spike/LCS %R	Blank Spike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
General Chemistry							
Dissolved Oxygen (DO) by Winkler Titration in Water (SM 4500-O C)							
Dissolved Oxygen	0.10 mg/L						
DO NOT USE - LOG THE PACKAGE in Water (SM 8010F)							
Ammonia as N, unionized (NH3)	0.10 mg/L						
Ammonium (NH4) as N	0.10 mg/L						
Electrical Conductivity (EC) in Water (SM 2510B)							
Conductivity @ 25C	1.0 umhos/cm		90 - 110	5			5
Fluoride by Ion Chromatography in Water (EPA 300.0)							
Fluoride	0.10 mg/L		90 - 110	10	80 - 120	10	
Hexavalent Chromium by Ion Chromatography in Water (EPA 218.6)							
Hexavalent Chromium	0.050 ug/L		90 - 110	10	90 - 110	10	
Hexavalent Chromium by Ion Chromatography in Water (EPA 218.7)							
Hexavalent Chromium	0.050 ug/L		50 - 150	50	85 - 115	15	
Langlier Index (LI, pH/Alkalinity/TDS/Ca) by Calc. in Water (SM 2330B)							
Langelier Index	-10 LANG						
Nitrate (N) and Nitrite (N) by Ion Chromatography in Water (EPA 300.0)							
Nitrate + Nitrite as N	0.23 mg/L						
Nitrate (N) by Ion Chromatography in Water (EPA 300.0)							
Nitrate as N	0.23 mg/L		90 - 110	20	80 - 120	20	
Nitrite (NO2) by Ion Chromatography in Water (EPA 300.0)							
Nitrite as N	0.050 mg/L		90 - 110	20	75 - 125	20	
Nitrogen , Total Kjeldahl (TKN) in Water (EPA 351.2)							
Total Kjeldahl Nitrogen	1.0 mg/L		90 - 110	10	90 - 110	10	
Nitrogen , Total Kjeldahl (TKN, Dissolved) in Water (EPA 351.2)							
Total Kjeldahl Nitrogen	1.0 mg/L		90 - 110	10	90 - 110	10	
Organic Carbon, Total (TOC) in Water (SM 5310C)							
Total Organic Carbon	0.20 mg/L		80 - 120	20	80 - 120	20	

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
General Chemistry							
Perchlorate by Ion Chromatography in Water (EPA 314.0)							
Perchlorate	2.0 ug/L		85 - 115	15	80 - 120	15	
pH in Water (SM 4500-H+ B)							
pH (1)	0.00 pH Units						
pH Temperature in °C	0.00 pH Units						
Solids, Total Dissolved (TDS) in Water (SM 2540C)							
Total Dissolved Solids	5.0 mg/L		70 - 130				10
Solids, Total Fixed Dissolved (TFDS) in Water (SM 2540E)							
Total Fixed Dissolved Solids	5.0 mg/L						10
Sulfate by Ion Chromatography in Water (EPA 300.0)							
Sulfate as SO4	1.0 mg/L		90 - 110	20	80 - 120	20	
Surfactants (MBAS) in Water (SM 5540C)							
MBAS, Calculated as LAS, mol wt 340	0.050 mg/L		82 - 112	20	80 - 112	20	
Metals							
Aluminum (Total) by ICP in Water (EPA 200.7)							
Aluminum	50 ug/L		85 - 115	20	70 - 130	20	
Antimony (Total) by ICP-MS in Water (EPA 200.8)							
Antimony	2.0 ug/L		85 - 115	20	70 - 130	20	
Arsenic (Total) by ICP-MS in Water (EPA 200.8)							
Arsenic	2.0 ug/L		85 - 115	20	70 - 130	20	
Barium (Total) by ICP in Water (EPA 200.7)							
Barium	50 ug/L		85 - 115	20	70 - 130	20	
Barium (Total) by ICP-MS in Water (EPA 200.8)							
Barium	5.0 ug/L		85 - 115	20	70 - 130	20	
Beryllium (Total) by ICP-MS in Water (EPA 200.8)							
Beryllium	1.0 ug/L		85 - 115	20	70 - 130	20	

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Metals							
Boron (Total) by ICP in Water (EPA 200.7)							
Boron	100 ug/L		85 - 115	20	70 - 130	20	
Cadmium (Total) by ICP-MS in Water (EPA 200.8)							
Cadmium	1.0 ug/L		85 - 115	20	70 - 130	20	
Calcium (Total) by ICP in Water (EPA 200.7)							
Calcium	0.10 mg/L		85 - 115	20	70 - 130	20	
Chromium (Total) by ICP-MS in Water (EPA 200.8)							
Chromium	10 ug/L		85 - 115	20	70 - 130	20	
Copper (Total) by ICP in Water (EPA 200.7)							
Copper	50 ug/L		85 - 115	20	70 - 130	20	
Copper (Total) by ICP-MS in Water (EPA 200.8)							
Copper	5.0 ug/L		85 - 115	20	70 - 130	20	
Copper	50 ug/L		85 - 115	20	70 - 130	20	
Iron (Total) by ICP in Water (EPA 200.7)							
Iron	30 ug/L		85 - 115	20	70 - 130	20	
Lead (Dissolved) by ICP-MS in Water (EPA 200.8)							
Lead	1.0 ug/L		85 - 115	20	70 - 130	20	
Lead (Total) by ICP-MS in Water (EPA 200.8)							
Lead	1.0 ug/L		85 - 115	20	70 - 130	20	
Lead	5.0 ug/L		85 - 115	20	70 - 130	20	
Magnesium (Total) by ICP in Water (EPA 200.7)							
Magnesium	0.10 mg/L		85 - 115	20	70 - 130	20	
Manganese (Total) by ICP in Water (EPA 200.7)							
Manganese	10 ug/L		85 - 115	20	70 - 130	20	
Mercury (Total) by ICP-MS in Water (EPA 200.8)							
Mercury	0.20 ug/L		85 - 115	20	70 - 130	20	
Mercury, wastewater by CVAA in Water (EPA 245.7)							
Mercury	0.20 ug/L		76 - 113		63 - 111	18	

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Metals							
Nickel (Total) by ICP-MS in Water (EPA 200.8)							
Nickel	10 ug/L		85 - 115	20	70 - 130	20	
Potassium (Total) by ICP in Water (EPA 200.7)							
Potassium	2.0 mg/L		85 - 115	20	70 - 130	20	
Selenium (Total) by ICP-MS in Water (EPA 200.8)							
Selenium	2.0 ug/L		85 - 115	20	70 - 130	20	
Silica (Dissolved) by ICP in Water (EPA 200.7)							
Silica (SiO2)	0.20 mg/L		85 - 115	20	70 - 130	20	
Silica (Total) by ICP in Water (EPA 200.7)							
Silica (SiO2)	0.20 mg/L		85 - 115	20	70 - 130	20	
Silver (Total) by ICP in Water (EPA 200.7)							
Silver	10 ug/L		85 - 115	20	70 - 130	20	
Silver (Total) by ICP-MS in Water (EPA 200.8)							
Silver	10 ug/L		75 - 125	20	70 - 130	20	
Sodium (Total) by ICP in Water (EPA 200.7)							
Sodium	1.0 mg/L		85 - 115	20	70 - 130	20	
Thallium (Total) by ICP-MS in Water (EPA 200.8)							
Thallium	1.0 ug/L		85 - 115	20	70 - 130	20	
Uranium (Total) by ICP-MS in Water (EPA 200.8)							
Uranium	1.0 ug/L		85 - 115	20	70 - 130	20	
Vanadium (Total) by ICP-MS in Water (EPA 200.8)							
Vanadium	3.0 ug/L		85 - 115	20	70 - 130	20	
Zinc (Total) by ICP in Water (EPA 200.7)							
Zinc	50 ug/L		85 - 115	20	70 - 130	20	
Zinc (Total) by ICP-MS in Water (EPA 200.8)							
Zinc	50 ug/L		85 - 115	20	70 - 130	20	
Miscellaneous							

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Miscellaneous							
Asbestos, Drinking Water in Water (100.2 Method (EPA 600/R-94/134))							
Asbestos	0.200 MFL						
DO NOT USE, LOG THE PACKAGE in Water (Subcontract)							
Radium-226	pCi/L						
Radium-228	pCi/L						

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Miscellaneous							
PFAS DOD List in Water (DoD QSM v5.1)							
11Cl-PF3OUdS	30000000 ng/L		70 - 130	30	70 - 130	30	30
4:2 FTS	30000000 ng/L		70 - 130	30	70 - 130	30	30
6:2 FTS	30000000 ng/L		70 - 130	30	70 - 130	30	30
8:2 FTS	30000000 ng/L		70 - 130	30	70 - 130	30	30
9Cl-PF3ONS	30000000 ng/L		70 - 130	30	70 - 130	30	30
ADONA	30000000 ng/L		70 - 130	30	70 - 130	30	30
FOSA	30000000 ng/L		70 - 130	30	70 - 130	30	30
HFPO-DA	30000000 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAA	30000000 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAM	30000000 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSE	30000000 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAA	30000000 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAM	30000000 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSE	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFBA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFBS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFDA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFDoA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFDS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHpA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHpS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHxA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHxS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFNA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFOA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFOS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFPeA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFPeS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFTA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFTrDA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFUnA	30000000 ng/L		70 - 130	30	70 - 130	30	30
Radium 226-DW in Water (EPA 9315)							
Radium-226	pCi/L						
Radium 228-DW in Water (EPA 9320)							
Radium-228	pCi/L						

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Miscellaneous							
Sulfide in Water (Subcontract)							
Sulfide	mg/L						

Semi-volatile Organics

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Semi-volatile Organics							
Caltox Semi-Volatile Organics by GC-MS in Water (EPA 625.1)							
1,2,4-Trichlorobenzene	1.0 ug/L		44 - 142	30	44 - 142	30	
1,2-Diphenylhydrazine (as Azobenzene)	1.0 ug/L		30 - 130	30	30 - 130	30	
2,2'-oxybis(1-chloropropane)	2.0 ug/L		36 - 166	30	36 - 166	30	
2,4,6-Trichlorophenol	10 ug/L		37 - 144	30	37 - 144	30	
2,4-Dichlorophenol	1.0 ug/L		39 - 135	30	39 - 135	30	
2,4-Dimethylphenol	1.0 ug/L		32 - 120	30	32 - 120	30	
2,4-Dinitrophenol	5.0 ug/L		10 - 191	30	10 - 191	30	
2,4-Dinitrotoluene	5.0 ug/L		39 - 139	30	39 - 139	30	
2,6-Dinitrotoluene	5.0 ug/L		50 - 158	30	50 - 158	30	
2-Chloronaphthalene	10 ug/L		60 - 120	30	60 - 120	30	
2-Chlorophenol	2.0 ug/L		23 - 134	30	23 - 134	30	
2-Nitrophenol	10 ug/L		29 - 182	30	29 - 182	30	
3,3-Dichlorobenzidine	5.0 ug/L		10 - 200	30	10 - 200	30	
4,6-Dinitro-2-methylphenol	5.0 ug/L		10 - 181	30	10 - 181	30	
4-Bromophenyl phenyl ether	5.0 ug/L		53 - 127	30	53 - 127	30	
4-Chloro-3-methylphenol	1.0 ug/L		22 - 147	30	22 - 147	30	
4-Chlorophenyl phenyl ether	5.0 ug/L		25 - 158	30	25 - 158	30	
4-Nitrophenol	5.0 ug/L		10 - 132	30	10 - 132	30	
Acenaphthene	0.50 ug/L		47 - 145	30	47 - 145	30	
Acenaphthylene	0.20 ug/L		33 - 145	30	33 - 145	30	
Anthracene	2.0 ug/L		27 - 133	30	27 - 133	30	
Benzidine	5.0 ug/L		10 - 200	30	10 - 200	30	
Benzo(a)anthracene	5.0 ug/L		33 - 143	30	33 - 143	30	
Benzo(a)pyrene	2.0 ug/L		17 - 163	30	17 - 163	30	
Benzo(b)fluoranthene	10 ug/L		24 - 159	30	24 - 159	30	
Benzo(g,h,i)perylene	0.10 ug/L		10 - 200	30	10 - 200	30	
Benzo(k)fluoranthene	2.0 ug/L		11 - 162	30	11 - 162	30	
Bis(2-chloroethoxy)methane	5.0 ug/L		33 - 184	30	33 - 184	30	
Bis(2-chloroethyl) ether	1.0 ug/L		12 - 158	30	12 - 158	30	
Bis(2-ethylhexyl) phthalate	5.0 ug/L		8 - 158	30	8 - 158	30	
Butyl benzyl phthalate	10 ug/L		10 - 152	30	10 - 152	30	
Chrysene	5.0 ug/L		17 - 168	30	17 - 168	30	
Dibenzo(a,h)anthracene	0.10 ug/L		10 - 200	30	10 - 200	30	
Diethyl phthalate	2.0 ug/L		10 - 120	30	10 - 120	30	
Dimethyl phthalate	2.0 ug/L		10 - 120	30	10 - 120	30	
Di-n-butyl phthalate	10 ug/L		10 - 120	30	10 - 120	30	

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Semi-volatile Organics							
Caltox Semi-Volatile Organics by GC-MS in Water (EPA 625.1)							
Di-n-octyl phthalate	5.0 ug/L		10 - 146	30	10 - 146	30	
Fluoranthene	0.050 ug/L		26 - 137	30	26 - 137	30	
Fluorene	0.10 ug/L		59 - 121	30	59 - 121	30	
Hexachlorobenzene	1.0 ug/L		10 - 152	30	10 - 152	30	
Hexachlorobutadiene	1.0 ug/L		24 - 120	30	24 - 120	30	
Hexachlorocyclopentadiene	5.0 ug/L		10 - 130	30	10 - 130	30	
Hexachloroethane	1.0 ug/L		40 - 120	30	40 - 120	30	
Indeno(1,2,3-cd)pyrene	0.050 ug/L		10 - 171	30	10 - 171	30	
Isophorone	1.0 ug/L		21 - 196	30	21 - 196	30	
Naphthalene	0.20 ug/L		21 - 133	30	21 - 133	30	
Nitrobenzene	1.0 ug/L		35 - 180	30	35 - 180	30	
N-Nitrosodimethylamine (NDMA)	5.0 ug/L		10 - 130	30	10 - 130	30	
N-Nitrosodi-n-propylamine (NDPA)	5.0 ug/L		10 - 200	30	10 - 200	30	
N-Nitrosodiphenylamine (as DPA)	1.0 ug/L		10 - 130	30	10 - 130	30	
Pentachlorophenol	1.0 ug/L		14 - 176	30	14 - 176	30	
Phenanthrene	0.050 ug/L		54 - 120	30	54 - 120	30	
Phenol	1.0 ug/L		10 - 120	30	10 - 120	30	
Pyrene	0.050 ug/L		52 - 120	30	52 - 120	30	
surr: 2,4,6-Tribromophenol		53 - 200					
surr: 2-Fluorobiphenyl		40 - 127					
surr: 2-Fluorophenol		42 - 123					
surr: Nitrobenzene-d5		15 - 200					
surr: Phenol-d6		10 - 200					
surr: p-Terphenyl-d14		50 - 150					
Carbamates by HPLC in Water (EPA 531.1)							
3-Hydroxycarbofuran	3.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb	3.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb Sulfone	2.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb Sulfoxide	3.0 ug/L		80 - 120	20	65 - 135	20	
Carbaryl	5.0 ug/L		80 - 120	20	65 - 135	20	
Carbofuran	5.0 ug/L		80 - 120	20	65 - 135	20	
Methomyl	2.0 ug/L		80 - 120	20	65 - 135	20	
Oxamyl	20 ug/L		80 - 120	20	65 - 135	20	

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Semi-volatile Organics							
Chlorinated Acid Herbicides by GC-ECD in Water (EPA 515.4)							
2,4,5-T	1.0 ug/L		70 - 130	20	70 - 130	30	30
2,4,5-TP (Silvex)	1.0 ug/L		70 - 130	20	70 - 130	30	30
2,4-D	10 ug/L		70 - 130	20	70 - 130	30	30
Bentazon	2.0 ug/L		70 - 130	20	70 - 130	30	30
Dalapon	10 ug/L		70 - 130	20	70 - 130	30	30
Dicamba	1.5 ug/L		70 - 130	20	70 - 130	30	30
Dinoseb	2.0 ug/L		70 - 130	20	70 - 130	30	30
Pentachlorophenol	0.20 ug/L		70 - 130	20	70 - 130	30	30
Picloram	1.0 ug/L		70 - 130	20	70 - 130	30	30
surr: DCPAA		70 - 130					
Diquat by HPLC in Water (EPA 549.2)							
Diquat	4.0 ug/L		70 - 130	30	70 - 130	30	30
EDB and DBCP by GC-ECD in Water (EPA 504.1)							
Dibromochloropropane (DBCP)	0.010 ug/L		70 - 130	20	65 - 135	20	30
Ethylene Dibromide (EDB)	0.020 ug/L		70 - 130	20	65 - 135	20	30
surr: 1-Br-2-Nitrobenzene		70 - 130					
Endothall by GC-MS in Water (EPA 548.1)							
Endothall	45 ug/L		39 - 122	30	39 - 122	30	30
Glyphosate by HPLC in Water (EPA 547)							
Glyphosate	25 ug/L		70 - 130	30	70 - 130	30	30
surr: AMPA		70 - 130	70 - 130	30	70 - 130	30	30
Haloacetic Acids by GC-MS in Water (EPA 552.3)							
Dibromoacetic Acid (DBAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Dichloroacetic Acid (DCAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Monobromoacetic Acid (MBAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Monochloroacetic Acid (MCAA)	2.0 ug/L		70 - 130	30	70 - 130	30	30
Total Haloacetic Acids	2.0 ug/L						30
Trichloroacetic Acid (TCAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 2-Bromobutanoic Acid		70 - 130					
Hydrocarbon Oil and Grease (1664B) in Water (EPA 1664B (SGT))							
Total Petroleum Hydrocarbons	5.0 mg/L		64 - 132	34	64 - 132	34	

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Semi-volatile Organics							
Nitrogen/Phosphorous Pesticides by GC-MS in Water (EPA 525.3)							
Alachlor	1.0 ug/L		70 - 130	30	70 - 130	30	30
Atrazine	0.50 ug/L		70 - 130	30	70 - 130	30	30
Bromacil	10 ug/L		70 - 130	30	70 - 130	30	30
Butachlor	0.38 ug/L		70 - 130	30	70 - 130	30	30
Dimethoate	10 ug/L		70 - 130	30	70 - 130	30	30
Metolachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Metribuzin	0.50 ug/L		70 - 130	30	70 - 130	30	30
Molinate	2.0 ug/L		70 - 130	30	70 - 130	30	30
Propachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Simazine	1.0 ug/L		70 - 130	30	70 - 130	30	30
Thiobencarb	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 1,3-Dimethyl-2-nitrobenzene		70 - 130					
surr: Benzo(a)pyrene-d12		70 - 130					
surr: Triphenyl Phosphate		70 - 130					
Oil and Grease (1664B) in Water (EPA 1664B)							
Total Oil & Grease	5.0 mg/L		78 - 114	18	78 - 114	18	20

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Semi-volatile Organics							
Organochlorine Pesticides and PCBs by GC-ECD in Water (EPA 608.3)							
4,4'-DDD	0.050 ug/L		50 - 150	20	50 - 150	20	
4,4'-DDE	0.050 ug/L		50 - 150	20	50 - 150	20	
4,4'-DDT	0.010 ug/L		50 - 150	20	50 - 150	20	
Aldrin	0.0050 ug/L		50 - 150	20	50 - 150	20	
alpha-BHC	0.010 ug/L		50 - 150	20	50 - 150	20	
alpha-Chlordane	0.10 ug/L		50 - 150	20	50 - 150	20	
Aroclor-1016	0.50 ug/L		50 - 150	20		20	
Aroclor-1221	0.50 ug/L			20		20	
Aroclor-1232	0.50 ug/L			20		20	
Aroclor-1242	0.50 ug/L			20		20	
Aroclor-1248	0.50 ug/L			20		20	
Aroclor-1254	0.50 ug/L			20		20	
Aroclor-1260	0.50 ug/L		50 - 150	20		20	
beta-BHC	0.0050 ug/L		50 - 150	20	50 - 150	20	
Chlordane (Technical)	0.10 ug/L		50 - 150	20		20	
delta-BHC	0.0050 ug/L		50 - 150	20	50 - 150	20	30
Dieldrin	0.010 ug/L		50 - 150	20	50 - 150	20	30
Endosulfan I	0.020 ug/L		50 - 150	20	50 - 150	20	30
Endosulfan II	0.010 ug/L		50 - 150	20	50 - 150	20	30
Endosulfan Sulfate	0.050 ug/L		50 - 150	20	50 - 150	20	30
Endrin	0.010 ug/L		50 - 150	20	50 - 150	20	30
Endrin Aldehyde	0.010 ug/L		50 - 150	20	50 - 150	20	30
gamma-Chlordane	0.10 ug/L		50 - 150	20	50 - 150	20	
Heptachlor	0.010 ug/L		50 - 150	20	50 - 150	20	30
Heptachlor Epoxide	0.010 ug/L		50 - 150	20	50 - 150	20	30
Lindane	0.020 ug/L		50 - 150	20	50 - 150	20	30
Toxaphene	0.50 ug/L		50 - 150	20		20	
surr: TCMX		26 - 144	50 - 150	20	50 - 150	20	

BSK ASSOCIATES

Analytical Services Quotation

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Donna Ferguson, PhD
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Printed: 06/29/2022
Effective: 08/01/2022
Expires: 08/01/2025

Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
Organohalide Pesticides and PCBs by GC-ECD in Water (EPA 505)							
Aldrin	0.075 ug/L		70 - 130	20	65 - 135	20	30
Chlordane (Technical)	0.10 ug/L		70 - 130	20	65 - 135	20	30
Dieldrin	0.020 ug/L		70 - 130	20	65 - 135	20	30
Endrin	0.10 ug/L		70 - 130	20	65 - 135	20	30
Heptachlor	0.010 ug/L		70 - 130	20	65 - 135	20	30
Heptachlor Epoxide	0.010 ug/L		70 - 130	20	65 - 135	20	30
Hexachlorobenzene	0.50 ug/L		70 - 130	20	65 - 135	20	30
Hexachlorocyclopentadiene	1.0 ug/L		70 - 130	20	65 - 135	20	30
Lindane	0.20 ug/L		70 - 130	20	65 - 135	20	30
Methoxychlor	10 ug/L		70 - 130	20	65 - 135	20	30
PCB Aroclor Screen	0.50 ug/L		70 - 130	20	65 - 135	20	30
Toxaphene	1.0 ug/L		70 - 130	20	65 - 135	20	30
surr: 1-Br-2-Nitrobenzene		70 - 130					

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
Perfluorinated Compounds by LC-MS/MS in Water (DoD QSM v5.1)							
11Cl-PF3OUdS	0.0020 ug/L		50 - 150	30	50 - 150	30	30
4:2 FTS	0.0020 ug/L		63 - 143	30	63 - 143	30	30
6:2 FTS	0.0020 ug/L		64 - 140	30	64 - 140	30	30
8:2 FTS	0.0020 ug/L		67 - 138	30	67 - 138	30	30
9Cl-PF3ONS	0.0020 ug/L		50 - 150	30	50 - 150	30	30
ADONA	0.0020 ug/L		50 - 150	30	50 - 150	30	30
FOSA	0.0020 ug/L		67 - 137	30	67 - 137	30	30
HFPO-DA	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NEtFOSAA	0.0020 ug/L		61 - 135	30	61 - 135	30	30
NEtFOSAM	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NEtFOSE	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NMeFOSAA	0.0020 ug/L		65 - 136	30	65 - 136	30	30
NMeFOSAM	0.0020 ug/L		68 - 141	30	68 - 141	30	30
NMeFOSE	0.0020 ug/L		50 - 150	30	50 - 150	30	30
PFBA	0.0020 ug/L		73 - 129	30	73 - 129	30	30
PFBS	0.0020 ug/L		72 - 130	30	72 - 130	30	30
PFDA	0.0020 ug/L		71 - 129	30	71 - 129	30	30
PFDoA	0.0020 ug/L		72 - 134	30	72 - 134	30	30
PFDS	0.0020 ug/L		53 - 142	30	53 - 142	30	30
PFHpA	0.0020 ug/L		72 - 130	30	72 - 130	30	30
PFHpS	0.0020 ug/L		69 - 134	30	69 - 134	30	30
PFHxA	0.0020 ug/L		72 - 129	30	72 - 129	30	30
PFHxS	0.0020 ug/L		68 - 131	30	68 - 131	30	30
PFNA	0.0020 ug/L		69 - 130	30	69 - 130	30	30
PFOA	0.0020 ug/L		71 - 133	30	71 - 133	30	30
PFOS	0.0020 ug/L		65 - 140	30	65 - 140	30	30
PFPeA	0.0020 ug/L		72 - 129	30	72 - 129	30	30
PFPeS	0.0020 ug/L		71 - 127	30	71 - 127	30	30
PFTDA	0.0020 ug/L		71 - 132	30	71 - 132	30	30
PFTrDA	0.0020 ug/L		65 - 144	30	65 - 144	30	30
PFUnDA	0.0020 ug/L		69 - 133	30	69 - 133	30	30

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Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
Perfluorinated Compounds by LC-MS/MS in Water (EPA 537.1)							
11Cl-PF3OUdS	2.0 ng/L		70 - 130	30	70 - 130	30	30
9Cl-PF3ONS	2.0 ng/L		70 - 130	30	70 - 130	30	30
ADONA	2.0 ng/L		70 - 130	30	70 - 130	30	30
HFPO-DA	2.0 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAA	3.0 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAA	3.0 ng/L		70 - 130	30	70 - 130	30	30
PFBS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDoA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHpA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFNA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTrDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFUnDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
surr: 13C2-PFDA		70 - 130					
surr: 13C2-PFHxA		70 - 130					
surr: 13C3-HFPO-DA		70 - 130					
surr: d5-NEtFOSAA		70 - 130					

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Semi-volatile Organics							
Semi-Volatile Organics by GC-MS in Water (EPA 525.3)							
Alachlor	1.0 ug/L		70 - 130	30	70 - 130	30	30
Atrazine	0.50 ug/L		70 - 130	30	70 - 130	30	30
Benzo(a)pyrene	0.10 ug/L		70 - 130	30	70 - 130	30	30
Bis(2-ethylhexyl) adipate	3.0 ug/L		70 - 130	30	70 - 130	30	30
Bis(2-ethylhexyl) phthalate	3.0 ug/L		70 - 130	30	70 - 130	30	30
Bromacil	10 ug/L		70 - 130	30	70 - 130	30	30
Butachlor	0.38 ug/L		70 - 130	30	70 - 130	30	30
Diazinon	0.25 ug/L		70 - 130	30	70 - 130	30	30
Dimethoate	10 ug/L		70 - 130	30	70 - 130	30	30
Metolachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Metribuzin	0.50 ug/L		70 - 130	30	70 - 130	30	30
Molinate	2.0 ug/L		70 - 130	30	70 - 130	30	30
Propachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Simazine	1.0 ug/L		70 - 130	30	70 - 130	30	30
Thiobencarb	1.0 ug/L		70 - 130	30	70 - 130	30	30
Thiobencarb	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 1,3-Dimethyl-2-nitrobenzene		70 - 130					
surr: 1,3-Dimethyl-2-nitrobenzene		70 - 130					
surr: Benzo(a)pyrene-d12		70 - 130					
surr: Benzo(a)pyrene-d12		70 - 130					
surr: Triphenyl Phosphate		70 - 130					
surr: Triphenyl Phosphate		70 - 130					
Volatile Organics							
1,2,3-Trichloropropane by GC-MS SIM in Water (SRL 524M-TCP)							
1,2,3-Trichloropropane	0.0050 ug/L		80 - 120	30			20
2-CEVE by EPA 624.1 in Water (EPA 624.1)							
2-Chloroethyl vinyl ether	1.0 ug/L		10 - 305	30	10 - 305	30	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Volatile Organics							
Acrolein and Acrylonitrile by EPA 624 in Water (EPA 624.1)							
Acrolein	2.0 ug/L		44 - 144	30	44 - 144	30	
Acrylonitrile	2.0 ug/L		54 - 140	30	54 - 140	30	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20
MTBE by GC-MS in Water (EPA 524.2)							
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156		30
surr: 1,2-Dichlorobenzene-d4		70 - 130	70 - 130	30			30
surr: Bromofluorobenzene		70 - 130					30
TPH-Gasoline by GC-MS in Water (EPA 8260B)							
Gasoline Range Organics (C6-10)	50 ug/L		50 - 150	30	50 - 150	30	
surr: 1,2-Dichloroethane-d4		70 - 130					30
Trihalomethanes by GC-MS in Water (EPA 524.2)							
Bromodichloromethane	0.50 ug/L		70 - 130	30	47 - 151		30
Bromoform	0.50 ug/L		70 - 130	30	29 - 162		30
Chloroform	0.50 ug/L		70 - 130	30	52 - 148		30
Dibromochloromethane	0.50 ug/L		70 - 130	30	44 - 149		30
Total Trihalomethanes	0.50 ug/L						
surr: 1,2-Dichlorobenzene-d4		70 - 130		30			30
surr: Bromofluorobenzene		70 - 130					30

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Volatile Organics							
Volatile Organics (SDWA Regulated) by GC-MS in Water (EPA 524.2)							
1,1,1-Trichloroethane	0.50 ug/L		70 - 130	30	48 - 160		30
1,1,2,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	42 - 151		30
1,1,2-Trichloro-1,2,2-trifluoroethane	10 ug/L		70 - 130	30	47 - 164		30
1,1,2-Trichloroethane	0.50 ug/L		70 - 130	30	45 - 152		30
1,1-Dichloroethane	0.50 ug/L		70 - 130	30	48 - 157		30
1,1-Dichloroethene	0.50 ug/L		70 - 130	30	51 - 158		30
1,2,4-Trichlorobenzene	0.50 ug/L		70 - 130	30	33 - 149		30
1,2-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146		30
1,2-Dichloroethane	0.50 ug/L		70 - 130	30	47 - 151		30
1,2-Dichloropropane	0.50 ug/L		70 - 130	30	47 - 155		30
1,4-Dichlorobenzene	0.50 ug/L		70 - 130	30	43 - 146		30
Benzene	0.50 ug/L		70 - 130	30	48 - 155		30
Carbon Tetrachloride	0.50 ug/L		70 - 130	30	47 - 163		30
Chlorobenzene	0.50 ug/L		70 - 130	30	46 - 152		30
cis-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	50 - 152		30
cis-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	34 - 156		30
Dichloromethane	0.50 ug/L		70 - 130	30	47 - 156		30
Ethylbenzene	0.50 ug/L		70 - 130	30	40 - 157		30
m,p-Xylenes	0.50 ug/L		70 - 130	30	49 - 154		30
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156		30
o-Xylene	0.50 ug/L		70 - 130	30	27 - 164		30
Styrene	0.50 ug/L		70 - 130	30	10 - 200		30
Tetrachloroethene (PCE)	0.50 ug/L		70 - 130	30	48 - 155		30
Toluene	0.50 ug/L		70 - 130	30	40 - 159		30
Total 1,3-Dichloropropene	0.50 ug/L						
Total Xylenes	0.50 ug/L						
trans-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	52 - 157		30
trans-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	28 - 160		30
Trichloroethene (TCE)	0.50 ug/L		70 - 130	30	49 - 155		30
Trichlorofluoromethane	5.0 ug/L		70 - 130	30	47 - 169		30
Vinyl Chloride	0.50 ug/L		70 - 130	30	21 - 183		30
surr: 1,2-Dichlorobenzene-d4		70 - 130	70 - 130	30			30
surr: Bromofluorobenzene		70 - 130					30

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TERM: 09/01/22 TO 08/31/2028
NTE: $1,200,000.00

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Volatile Organics							
Volatile Organics by GC-MS (Caltox) in Water (EPA 624.1)							
1,1,1-Trichloroethane	0.50 ug/L		52 - 162	30	52 - 162	30	
1,1,2,2-Tetrachloroethane	0.50 ug/L		46 - 157	30	46 - 157	30	
1,1,2-Trichloroethane	0.50 ug/L		52 - 150	30	52 - 150	30	
1,1-Dichloroethane	0.50 ug/L		59 - 155	30	59 - 155	30	
1,1-Dichloroethene	0.50 ug/L		10 - 234	30	10 - 234	30	
1,2-Dichlorobenzene	0.50 ug/L		18 - 190	30	18 - 190	30	
1,2-Dichloroethane	0.50 ug/L		49 - 155	30	49 - 155	30	
1,2-Dichloropropane	0.50 ug/L		10 - 210	30	10 - 210	30	
1,3-Dichlorobenzene	0.50 ug/L		59 - 156	30	59 - 156	30	
1,4-Dichlorobenzene	0.50 ug/L		18 - 190	30	18 - 190	30	
Benzene	0.50 ug/L		37 - 151	30	37 - 151	30	
Bromodichloromethane	0.50 ug/L		35 - 155	30	35 - 155	30	
Bromoform	0.50 ug/L		45 - 169	30	45 - 169	30	
Bromomethane	1.0 ug/L		10 - 242	30	10 - 242	30	
Carbon Tetrachloride	0.50 ug/L		70 - 140	30	70 - 140	30	
Chlorobenzene	0.50 ug/L		37 - 160	30	37 - 160	30	
Chloroethane	0.50 ug/L		14 - 230	30	14 - 230	30	
Chloroform	0.50 ug/L		51 - 138	30	51 - 138	30	
Chloromethane	0.50 ug/L		10 - 273	30	10 - 273	30	
cis-1,3-Dichloropropene	0.50 ug/L		10 - 227	30	10 - 227	30	
Dibromochloromethane	0.50 ug/L		53 - 149	30	53 - 149	30	
Dichloromethane	0.50 ug/L		10 - 221	30	10 - 221	30	
Ethylbenzene	0.50 ug/L		37 - 162	30	37 - 162	30	
Tetrachloroethene (PCE)	0.50 ug/L		64 - 148	30	64 - 148	30	
Toluene	0.50 ug/L		47 - 150	30	47 - 150	30	
trans-1,2-Dichloroethene	0.50 ug/L		54 - 156	30	54 - 156	30	
trans-1,3-Dichloropropene	0.50 ug/L		17 - 183	30	17 - 183	30	
Trichloroethene (TCE)	0.50 ug/L		71 - 157	30	71 - 157	30	
Vinyl Chloride	0.50 ug/L		10 - 251	30	10 - 251	30	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20

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Volatile Organics							
Volatile Organics by GC-MS in Water (EPA 524.2)							
1,1,1,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	41 - 156	30	30
1,1,1-Trichloroethane	0.50 ug/L		70 - 130	30	48 - 160	30	30
1,1,2,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	42 - 151	30	30
1,1,2-Trichloro-1,2,2-trifluoroethane	10 ug/L		70 - 130	30	47 - 164	30	30
1,1,2-Trichloroethane	0.50 ug/L		70 - 130	30	45 - 152	30	30
1,1-Dichloroethane	0.50 ug/L		70 - 130	30	48 - 157	30	30
1,1-Dichloroethene	0.50 ug/L		70 - 130	30	51 - 158	30	30
1,1-Dichloropropene	0.50 ug/L		70 - 130	30	46 - 162	30	30
1,2,3-Trichlorobenzene	0.50 ug/L		70 - 130	30	37 - 145	30	30
1,2,4-Trichlorobenzene	0.50 ug/L		70 - 130	30	33 - 149	30	30
1,2,4-Trimethylbenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,2-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,2-Dichloroethane	0.50 ug/L		70 - 130	30	47 - 151	30	30
1,2-Dichloropropane	0.50 ug/L		70 - 130	30	47 - 155	30	30
1,3,5-Trimethylbenzene	0.50 ug/L		70 - 130	30	45 - 154	30	30
1,3-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,3-Dichloropropane	0.50 ug/L		70 - 130	30	45 - 151	30	30
1,4-Dichlorobenzene	0.50 ug/L		70 - 130	30	43 - 146	30	30
2,2-Dichloropropane	0.50 ug/L		70 - 130	30	24 - 182	30	30
2-Butanone	5.0 ug/L		70 - 130	30	55 - 144	30	30
2-Chlorotoluene	0.50 ug/L		70 - 130	30	48 - 150	30	30
2-Hexanone	10 ug/L		70 - 130	30	40 - 159	30	30
4-Chlorotoluene	0.50 ug/L		70 - 130	30	43 - 150	30	30
4-Methyl-2-pentanone	5.0 ug/L		70 - 130	30	30 - 171	30	30
Acetone	10 ug/L		70 - 130	30	27 - 181	30	30
Benzene	0.50 ug/L		70 - 130	30	48 - 155	30	30
Bromobenzene	0.50 ug/L		70 - 130	30	43 - 151	30	30
Bromochloromethane	0.50 ug/L		70 - 130	30	48 - 161	30	30
Bromodichloromethane	0.50 ug/L		70 - 130	30	47 - 151	30	30
Bromoform	0.50 ug/L		70 - 130	30	29 - 162	30	30
Bromomethane	0.50 ug/L		70 - 130	30	10 - 200	30	30
Carbon Tetrachloride	0.50 ug/L		70 - 130	30	47 - 163	30	30
Chlorobenzene	0.50 ug/L		70 - 130	30	46 - 152	30	30
Chloroethane	0.50 ug/L		70 - 130	30	28 - 189	30	30
Chloroform	0.50 ug/L		70 - 130	30	52 - 148	30	30
Chloromethane	0.50 ug/L		70 - 130	30	53 - 159	30	30

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Volatile Organics							
Volatile Organics by GC-MS in Water (EPA 524.2)							
cis-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	50 - 152	30	30
cis-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	34 - 156	30	30
Dibromochloromethane	0.50 ug/L		70 - 130	30	44 - 149	30	30
Dibromomethane	0.50 ug/L		70 - 130	30	46 - 150	30	30
Dichlorodifluoromethane	0.50 ug/L		70 - 130	30	33 - 170	30	30
Dichloromethane	0.50 ug/L		70 - 130	30	47 - 156	30	30
Ethyl tert-Butyl Ether (ETBE)	0.50 ug/L		70 - 130	30	32 - 160	30	30
Ethylbenzene	0.50 ug/L		70 - 130	30	40 - 157	30	30
Hexachlorobutadiene	0.50 ug/L		70 - 130	30	38 - 151	30	30
Isopropylbenzene	0.50 ug/L		70 - 130	30	41 - 156	30	30
m,p-Xylenes	0.50 ug/L		70 - 130	30	49 - 154	30	30
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156	30	30
Naphthalene	0.50 ug/L		70 - 130	30	35 - 154	30	30
n-Butylbenzene	0.50 ug/L		70 - 130	30	31 - 153	30	30
n-Propylbenzene	0.50 ug/L		70 - 130	30	39 - 156	30	30
o-Xylene	0.50 ug/L		70 - 130	30	27 - 164	30	30
p-Isopropyltoluene	0.50 ug/L		70 - 130	30	26 - 161	30	30
sec-Butylbenzene	0.50 ug/L		70 - 130	30	39 - 154	30	30
Styrene	0.50 ug/L		70 - 130	30	10 - 200	30	30
tert-Amyl Methyl Ether (TAME)	3.0 ug/L		70 - 130	30	24 - 161	30	30
tert-Butyl alcohol (TBA)	2.0 ug/L		70 - 130	30	22 - 174	30	30
tert-Butylbenzene	0.50 ug/L		70 - 130	30	40 - 153	30	30
Tetrachloroethene (PCE)	0.50 ug/L		70 - 130	30	48 - 155	30	30
Toluene	0.50 ug/L		70 - 130	30	40 - 159	30	30
Total 1,3-Dichloropropene	0.50 ug/L						
Total Trihalomethanes	0.50 ug/L						
Total Xylenes	0.50 ug/L						
trans-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	52 - 157	30	30
trans-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	28 - 160	30	30
Trichloroethene (TCE)	0.50 ug/L		70 - 130	30	49 - 155	30	30
Trichlorofluoromethane	5.0 ug/L		70 - 130	30	47 - 169	30	30
Vinyl Chloride	0.50 ug/L		70 - 130	30	21 - 183	30	30
surr: 1,2-Dichlorobenzene-d4		70 - 130		30		30	30
surr: Bromofluorobenzene		70 - 130					30

BSK Standard Pricing 2025-2028

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Analytical Services Quotation

BSK Standard Pricing, 2025 - 2028

Donna Ferguson, PhD
Monterey CHD
1270 Natividad Rd. Rm A15
Salinas, CA 93906

Printed: 06/24/2025
Effective: 09/01/2025
Expires: 08/31/2028

Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water					
1,2,3-Trichloropropane by GC-MS SIM	SRL 524M-TCP	1	10	$105.00	$105.00
Alpha Emitters (Ra223, 224, 226)	Subcontract	1	10	$200.00	$200.00
Also report Combined Radium-226/228.	[See Details]	1	20	$300.00	$300.00
Aluminum (Total) by ICP	EPA 200.7	1	10	$18.00	$18.00
Ammonia by Continuous Flow	EPA 350.1	1	10	$46.00	$46.00
Ammonium (NH4, PH/NH3)	[See Details]	1	10	$55.00	$55.00
Antimony (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Arsenic (Total) by ICP-MS	EPA 200.8	1	10	$20.00	$20.00
Arsenic Speciation	EPA 200.8	1	10	$250.00	$250.00
Asbestos, Drinking Water	! Method (EPA 600/R-94	1	10	$275.00	$275.00
Barium (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Beryllium (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Biochemical Oxygen Demand (BOD)	SM 5210B	1	10	$40.00	$40.00
Biochemical Oxygen Demand (BOD, Dissolved)	SM 5210B	1	10	$55.00	$55.00
Biochemical Oxygen Demand (cBOD, Carbonaceous)	SM 5210B	1	10	$50.00	$50.00
Boron (Total) by ICP	EPA 200.7	1	10	$18.00	$18.00
Bromate by Ion Chromatography	EPA 317.0	1	10	$60.00	$60.00
Cadmium (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Calcium (Total) by ICP	EPA 200.7	1	10	$18.00	$18.00
Caltox Semi-Volatile Organics by GC-MS	EPA 625.1	1	10	$230.00	$230.00
Caltox Volatiles by EPA 624.1	[See Details]	1	10	$200.00	$200.00
Carbamates by HPLC	EPA 531.1	1	10	$110.00	$110.00
Chlorinated Acid Herbicides by GC-ECD	EPA 515.4	1	10	$110.00	$110.00
Chromium (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Copper (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Cyanide by Colorimetry	SM 4500-CN E	1	10	$40.00	$40.00
Dioxin, 2,3,7,8-TCDD	Subcontract	1	10	$425.00	$425.00
Diquat by HPLC	EPA 549.2	1	10	$125.00	$125.00
EDB and DBCP by GC-ECD	EPA 504.1	1	10	$70.00	$70.00
Endothall by GC-MS	EPA 548.1	1	10	$125.00	$125.00
EPA 505 - Simazine, Atrazine, and Alachlor Only	EPA 505	1	10	$100.00	$100.00
EXT-EPA 522 1,4-Dioxane	Subcontract	1	10	$250.00	$250.00
Field Blank Perfluorinated Compounds by LC-MS/MS	EPA 537.1	1	10	$250.00	$250.00

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Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water					
General Mineral Analysis Package	[See Details]	1	10	$125.00	$125.00
Geotracker EDD - BSK Projects	None	1	10	$85.00	$85.00
Glyphosate by HPLC	EPA 547	1	10	$110.00	$110.00
Gross Alpha	EPA 900.0	1	10	$65.00	$65.00
Haloacetic Acids by GC-MS	[See Details]	1	10	$125.00	$125.00
Hexavalent Chromium by Ion Chromatography	EPA 218.7	1	10	$70.00	$70.00
Hexavalent Chromium by Ion Chromatography	EPA 218.6	1	10	$70.00	$70.00
Hydrogen Sulfide (HS, S2/PH/EC) by Calculation	[See Details]	1	10	$105.00	$105.00
Inorganics Analysis Package	[See Details]	1	10	$130.00	$130.00
Iron (Total) by ICP	EPA 200.7	1	10	$18.00	$18.00
Lead (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Magnesium (Total) by ICP	EPA 200.7	1	10	$18.00	$18.00
Manganese (Total) by ICP	EPA 200.7	1	10	$18.00	$18.00
Mercury (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Mercury, Low Level by CVAF	EPA 1631E	1	10	$275.00	$275.00
Mercury, wastewater by CVAA	EPA 245.7	1	10	$55.00	$55.00
Metals (Total, CAM 17 List) by ICP/ICP-MS	[See Details]	1	10	$125.00	$125.00
Nickel (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Nitrogen , Total Kjeldahl (TKN)	EPA 351.2	1	10	$45.00	$45.00
Nitrogen/Phosphorous Pesticides by GC-MS	EPA 525.3	1	10	$150.00	$150.00
Oil and Grease (1664B)	EPA 1664B	1	10	$75.00	$75.00
Oil and Grease, Total and Hydrocarbon (1664B)	[See Details]	1	10	$85.00	$85.00
Organic Carbon, Total (TOC)	SM 5310C	1	10	$40.00	$40.00
Organochlorine Pesticides and PCBs by GC-ECD	EPA 608.3	1	10	$160.00	$160.00
Organohalide Pesticides and PCBs by GC-ECD	EPA 505	1	10	$110.00	$110.00
Oxidation-Reduction Potential (ORP) by Hach 10228	Hach 10228	1	10	$125.00	$125.00
Perchlorate by Ion Chromatography (CLO4/EC)	[See Details]	1	10	$79.00	$79.00
Perfluorinated Compounds by LC-MS/MS	)oD QSM v5.1 (or higher	1	10	$375.00	$375.00
Perfluorinated Compounds by LC-MS/MS	EPA 537.1	1	10	$250.00	$250.00
PFAS Short Chain	EPA 533	1	10	$300.00	$300.00
PFAS Short Chain Field Blank	EPA 533	1	10	$300.00	$300.00
Phenolics (wastewater) by EPA 420	EPA 420.4	1	10	$110.00	$110.00
Phosphorous (P) by Colorimetry	EPA 365.4	1	10	$40.00	$40.00

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Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water					
Potassium (Total) by ICP	EPA 200.7	1	10	$18.00	$18.00
Radium 226-DW	Subcontract	1	10	$150.00	$150.00
Radium 228-DW	Subcontract	1	10	$150.00	$150.00
Selenium (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Silica (Total) by ICP	EPA 200.7	1	10	$20.00	$20.00
Silver (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Sodium (Total) by ICP	EPA 200.7	1	10	$18.00	$18.00
Solids, Total Fixed Dissolved (TFDS)	SM 2540E	1	10	$40.00	$40.00
Solids, Total Fixed Dissolved (TFDS/TDS)	[See Details]	1	10	$40.00	$40.00
Sulfide	Subcontract	1	10	$85.00	$85.00
Surfactants (MBAS)	SM 5540C	1	10	$47.00	$47.00
Thallium (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Title 22 (CA SDWA) Metals	[See Details]	1	10	$165.00	$165.00
Total Trihalomethanes by GCMS	[See Details]	1	10	$85.00	$85.00
TPH-Gasoline by GC-MS	EPA 8260B	1	10	$75.00	$75.00
Trihalomethanes by GC-MS	[See Details]	1	10	$75.00	$75.00
Uranium, Radiological by ICP-MS/Calculation	[See Details]	1	10	$40.00	$40.00
Vanadium (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Volatile Organics (SDWA Regulated) by GC-MS	[See Details]	1	10	$100.00	$100.00
Volatile Organics by GC-MS	[See Details]	1	10	$110.00	$110.00
Volatile Organics by GC-MS	EPA 624.1	1	10	$200.00	$200.00
Zinc (Total) by ICP-MS	EPA 200.8	1	10	$18.00	$18.00
Solid					
Oil & Grease in solids by EPA 9071	Subcontract	1	10	$110.00	$110.00
TPH-Gasoline by GC-MS	EPA 8260D	1	10	$75.00	$75.00
Additional Items					
10 Metals list	Standard	1		$135.00	$135.00
12 Metals list	Standard	1		$160.00	$160.00
5 Metals list	Standard	1		$78.00	$78.00
Certification, Material and Disposal Fee	Standard	1		$4.00	$4.00
				Bid Total:	$9,415.00

Notes

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Analytical Services Quotation

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For analyses with seven or more days of holding time, additional surcharges will be applied if samples are received with three days or less of the holding time remaining. For large bottle orders, charges will also be applied for bottles returned unused. BSK will not be responsible for return shipping charges of unused bottles.

Quotation Prepared by...

Jaime Lee LaFave
Senior Project Manager

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Analytical Services Quotation

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Package Analysis Details

Ammonium (NH4, PH/NH3) consists of:

Ammonia by Continuous Flow (EPA 350.1)
DO NOT USE - LOG THE PACKAGE (SM 8010F)
pH (SM 4500-H+ B)

Volatile Organics by GC-MS consists of:

Volatile Organics by GC-MS (EPA 524.2)

Volatile Organics (SDWA Regulated) by GC-MS consists of:

Volatile Organics (SDWA Regulated) by GC-MS (EPA 524.2)

Trihalomethanes by GC-MS consists of:

Trihalomethanes by GC-MS (EPA 524.2)

Haloacetic Acids by GC-MS consists of:

Haloacetic Acids by GC-MS (EPA 552.3)

Caltox Volatiles by EPA 624.1 consists of:

2-CEVE by EPA 624.1 (EPA 624.1)
Acrolein and Acrylonitrile by EPA 624 (EPA 624.1)
Volatile Organics by GC-MS (Caltox) (EPA 624.1)

Total Trihalomethanes by GCMS consists of:

Trihalomethanes by GC-MS (EPA 624.1)

Also report Combined Radium-226/228. consists of:

DO NOT USE, LOG THE PACKAGE (Subcontract)
Radium 226-DW (Subcontract)
Radium 228-DW (Subcontract)

General Mineral Analysis Package consists of:

Aggressive Index (Reqs PH/Alk/Ca) LOG THE PACKAGE! (-)
Alkalinity (CaCO3, HCO3/CO3/OH) by Titration (SM 2320B)
Calcium (Total) by ICP (EPA 200.7)
Chloride by Ion Chromatography (EPA 300.0)
Copper (Total) by ICP (EPA 200.7)
Electrical Conductivity (EC) (SM 2510B)
Iron (Total) by ICP (EPA 200.7)
Langelier Index (LI, pH/Alkalinity/TDS/Ca) by Calc (SM 2330B)
Magnesium (Total) by ICP (EPA 200.7)
Manganese (Total) by ICP (EPA 200.7)
pH (SM 4500-H+ B)
Potassium (Total) by ICP (EPA 200.7)
Silver (Total) by ICP (EPA 200.7)

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Analytical Services Quotation

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General Mineral Analysis Package consists of:

Sodium (Total) by ICP (EPA 200.7)
Solids, Total Dissolved (TDS) (SM 2540C)
Sulfate by Ion Chromatography (EPA 300.0)
Surfactants (MBAS) (SM 5540C)
Zinc (Total) by ICP (EPA 200.7)

Hydrogen Sulfide (HS, S2/PH/EC) by Calculation consists of:

DO NOT USE - LOG THE PACKAGE (SM 4500-S H)
Electrical Conductivity (EC) (SM 2510B)
pH (SM 4500-H+ B)
Sulfide (Subcontract)

Inorganics Analysis Package consists of:

Aluminum (Total) by ICP (EPA 200.7)
Antimony (Total) by ICP-MS (EPA 200.8)
Arsenic (Total) by ICP-MS (EPA 200.8)
Barium (Total) by ICP (EPA 200.7)
Beryllium (Total) by ICP-MS (EPA 200.8)
Cadmium (Total) by ICP-MS (EPA 200.8)
Chromium (Total) by ICP-MS (EPA 200.8)
Cyanide by Colorimetry (SM 4500-CN E)
Fluoride by Ion Chromatography (EPA 300.0)
Lead (Total) by ICP-MS (EPA 200.8)
Mercury (Total) by ICP-MS (EPA 200.8)
Nickel (Total) by ICP-MS (EPA 200.8)
Nitrate (N) and Nitrite (N) by Ion Chromatography (EPA 300.0)
Nitrate (N) by Ion Chromatography (EPA 300.0)
Nitrite (NO2) by Ion Chromatography (EPA 300.0)
Selenium (Total) by ICP-MS (EPA 200.8)
Thallium (Total) by ICP-MS (EPA 200.8)

Metals (Total, CAM 17 List) by ICP/ICP-MS consists of:

Antimony (Total) by ICP-MS (EPA 200.8)
Arsenic (Total) by ICP-MS (EPA 200.8)
Barium (Total) by ICP-MS (EPA 200.8)
Beryllium (Total) by ICP-MS (EPA 200.8)
Cadmium (Total) by ICP-MS (EPA 200.8)
Chromium (Total) by ICP-MS (EPA 200.8)
Cobalt (Total) by ICP-MS (EPA 200.8)
Copper (Total) by ICP-MS (EPA 200.8)
Lead (Total) by ICP-MS (EPA 200.8)
Mercury, wastewater by CVAA (EPA 245.7)
Molybdenum (Total) by ICP-MS (EPA 200.8)
Nickel (Total) by ICP-MS (EPA 200.8)
Selenium (Total) by ICP-MS (EPA 200.8)
Silver (Total) by ICP-MS (EPA 200.8)
Thallium (Total) by ICP-MS (EPA 200.8)

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Metals (Total, CAM 17 List) by ICP/ICP-MS consists of:

Vanadium (Total) by ICP-MS (EPA 200.8)
Zinc (Total) by ICP-MS (EPA 200.8)

Oil and Grease, Total and Hydrocarbon (1664B) consists of:

Hydrocarbon Oil and Grease (1664B) (EPA 1664B (SGT))
Oil and Grease (1664B) (EPA 1664B)

Perchlorate by Ion Chromatography (CLO4/EC) consists of:

Electrical Conductivity (EC) (SM 2510B)
Perchlorate by Ion Chromatography (EPA 314.0)

Solids, Total Fixed Dissolved (TFDS/TDS) consists of:

Solids, Total Dissolved (TDS) (SM 2540C)
Solids, Total Fixed Dissolved (TFDS) (SM 2540E)

Title 22 (CA SDWA) Metals consists of:

Aluminum (Total) by ICP (EPA 200.7)
Antimony (Total) by ICP-MS (EPA 200.8)
Arsenic (Total) by ICP-MS (EPA 200.8)
Barium (Total) by ICP (EPA 200.7)
Beryllium (Total) by ICP-MS (EPA 200.8)
Cadmium (Total) by ICP-MS (EPA 200.8)
Calcium (Total) by ICP (EPA 200.7)
Chromium (Total) by ICP-MS (EPA 200.8)
Copper (Total) by ICP-MS (EPA 200.8)
Iron (Total) by ICP (EPA 200.7)
Lead (Total) by ICP-MS (EPA 200.8)
Magnesium (Total) by ICP (EPA 200.7)
Manganese (Total) by ICP (EPA 200.7)
Mercury (Total) by ICP-MS (EPA 200.8)
Nickel (Total) by ICP-MS (EPA 200.8)
Potassium (Total) by ICP (EPA 200.7)
Selenium (Total) by ICP-MS (EPA 200.8)
Silver (Total) by ICP-MS (EPA 200.8)
Sodium (Total) by ICP (EPA 200.7)
Thallium (Total) by ICP-MS (EPA 200.8)
Zinc (Total) by ICP-MS (EPA 200.8)

Uranium, Radiological by ICP-MS/Calculation consists of:

Uranium (Total) by ICP-MS (EPA 200.8)

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Sample Collection / Hold Time Info

General Chemistry

Matrix	Container	Preservation	Amount Required	Hold Time
Alkalinity (CaCO3, HCO3/CO3/OH) by Titration (SM 2320B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*100mL*	*14 days*
Ammonia by Continuous Flow (EPA 350.1)				
Water	*250mL P / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Biochemical Oxygen Demand (BOD) (SM 5210B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*600mL*	*2 days*
Biochemical Oxygen Demand (BOD, Dissolved) (SM 5210B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*600mL*	*2 days*
Biochemical Oxygen Demand (cBOD, Carbonaceous) (SM 5210B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*200mL*	*2 days*
Bromate by Ion Chromatography (EPA 317.0)				
Water	*250mL P / EDA*	*Refrigerate*	*250mL*	*28 days*
Chloride by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*200 mL*	*28 days*
Cyanide by Colorimetry (SM 4500-CN E)				
Water	*250mL P / NaOH*	*Add NaOH to pH>12; Refrigerate*	*250mL*	*14 days*
DO NOT USE - LOG THE PACKAGE (SM 4500-S H)				
Water	*Z- 125mL P / None*	*Refrigerate*	*125mL*	*180 days*
DO NOT USE - LOG THE PACKAGE (SM 8010F)				
Water	*250mL P / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Electrical Conductivity (EC) (SM 2510B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*75mL*	*28 days*
Fluoride by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*200mL*	*28 days*
Hexavalent Chromium by Ion Chromatography (EPA 218.6)				
Water	*250mL P / NH4OH(NH4)2SO4_WW*	*Refrigerate*	*250mL*	*28 days*

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General Chemistry

Matrix	Container	Preservation	Amount Required	Hold Time
Hexavalent Chromium by Ion Chromatography (EPA 218.7)				
Water	*250mL P / NH4OH(NH4)2SO4_DW*	*Refrigerate*	*250mL*	*14 days*
Nitrate (N) and Nitrite (N) by Ion Chromatography (EPA 300.0)				
Water	*NA*	*No preservative; Refrigerate*	*250mL*	*2 days*
Nitrate (N) by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*250mL*	*2 days*
Nitrite (NO2) by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*250mL*	*2 days*
Nitrogen , Total Kjeldahl (TKN) (EPA 351.2)				
Water	*250mL P / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Organic Carbon, Total (TOC) (SM 5310C)				
Water	*40mL VOA / H3PO4*	*Add H3PO4 to pH <2; Refrigerate*	*40mL*	*28 days*
Oxidation-Reduction Potential (ORP) by Hach 10228 (Hach 10228)				
Water	*1L P / None*	*No preservative; Refrigerate*	*75mL*	*1 day*
Perchlorate by Ion Chromatography (EPA 314.0)				
Water	*250mL P / None*	*No preservative; Store ambient*	*200mL*	*28 days*
pH (SM 4500-H+ B)				
Water	*1L P / None*	*Refrigerate*	*100mL*	*3 days*
Phosphorous (P) by Colorimetry (EPA 365.4)				
Water	*250mL P / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Solids, Total Dissolved (TDS) (SM 2540C)				
Water	*1L P / None*	*No preservative; Refrigerate*	*1000mL*	*7 days*
Solids, Total Fixed Dissolved (TFDS) (SM 2540E)				
Water	*500mL P / None*	*None*	*500 mL*	*7 days*
Sulfate by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*250mL*	*28 days*

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Sample Collection / Hold Time Info

General Chemistry

Matrix	Container	Preservation	Amount Required	Hold Time
Surfactants (MBAS) (SM 5540C)				
Water	*1L P / None*	*No preservative; Refrigerate*	*300mL*	*2 days*

Metals

Matrix	Container	Preservation	Amount Required	Hold Time
Aluminum (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Antimony (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Arsenic (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Barium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Barium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Beryllium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Boron (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Cadmium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Calcium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Chromium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Cobalt (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*

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Sample Collection / Hold Time Info

Metals

Matrix	Container	Preservation	Amount Required	Hold Time
Copper (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Copper (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Iron (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Lead (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Magnesium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Manganese (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Mercury (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*28 days*
Mercury, wastewater by CVAA (EPA 245.7)				
Water	*250mL Polyethylene / HCl*	*5 mL/L 12N HCL*	*250mL*	*28 days*
Molybdenum (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Nickel (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Potassium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Selenium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Silica (Total) by ICP (EPA 200.7)				
Water	*500mL P / None*	*No preservative; Refrigerate*	*500mL*	*28 days*
Silver (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*

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Metals

Matrix	Container	Preservation	Amount Required	Hold Time
Silver (Total) by ICP-MS (EPA 200.8)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Sodium (Total) by ICP (EPA 200.7)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Thallium (Total) by ICP-MS (EPA 200.8)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Uranium (Total) by ICP-MS (EPA 200.8)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Vanadium (Total) by ICP-MS (EPA 200.8)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Zinc (Total) by ICP (EPA 200.7)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
Zinc (Total) by ICP-MS (EPA 200.8)				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days

Miscellaneous

Matrix	Container	Preservation	Amount Required	Hold Time
Asbestos, Drinking Water (100.2 Method (EPA 600/R-94/134))				
Water	1L P / None w/Foil	Refrigerate	1000mL	2 days
Dioxin, 2,3,7,8-TCDD (Subcontract)				
Water	1L AG / None	No preservative; Refrigerate	1000mL	365 days
DO NOT USE, LOG THE PACKAGE (Subcontract)				
Water	1L P / HNO3	Add HNO3 to pH<2; Store ambient	1000mL	180 days
Gross Alpha (EPA 900.0)				
Water	1L P / HNO3	Add HNO3 to pH<2; Store ambient	1000mL	180 days
Mercury, Low Level by CVAF (EPA 1631E)				
Water	500mL CG / HCl	None	1500 mL	90 days

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Miscellaneous

Matrix	Container	Preservation	Amount Required	Hold Time
Phenolics (wastewater) by EPA 420 (EPA 420.4)				
Water	500mL AG / H2SO4	*** DEFAULT PRESERVATION ***		28 days
Radium 226-DW (Subcontract)				
Water	1L P / HNO3	Add HNO3 to pH<2; Store ambient	1000mL	180 days
Radium 228-DW (Subcontract)				
Water	1L P / HNO3	Add HNO3 to pH<2; Store ambient	1000mL	180 days
Sulfide (Subcontract)				
Water	250mL P / ZnAc	No preservative; Refrigerate	250mL	7 days

Semi-volatile Organics

Matrix	Container	Preservation	Amount Required	Hold Time
Caltox Semi-Volatile Organics by GC-MS (EPA 625.1)				
Water	1L AG / None	Refrigerate	1000mL	7 days
Carbamates by HPLC (EPA 531.1)				
Water	40mL VOA / MCAA + Na2S2O3	Dechlorinate; Refrigerate	40mL	28 days
Chlorinated Acid Herbicides by GC-ECD (EPA 515.4)				
Water	250mL AG / Na2SO3	Sodium Sulfite 12.5g/250ml, Refrigerate	250	14 days
Diquat by HPLC (EPA 549.2)				
Water	1L AP / Na2S2O3	Dechlorinate; Refrigerate	1000mL	7 days
EDB and DBCP by GC-ECD (EPA 504.1)				
Water	40mL VOA / Na2S203	Sodium thiosulfate; Refrigerate	40mL	14 days
Endothall by GC-MS (EPA 548.1)				
Water	250mL AG / Na2S2O3	Dechlorinate; Refrigerate	250mL	7 days
EPA 505 - Simazine, Atrazine, and Alachlor Only (EPA 505)				
Water	40mL VOA / Na2S203	Sodium thiosulfate; Refrigerate	40	14 days
Field Blank Perfluorinated Compounds by LC-MS/MS (EPA 537.1)				
Water	250mL P / Trizma	Add Trizma: Refrigerate	250mL	14 days

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Semi-volatile Organics

Matrix	Container	Preservation	Amount Required	Hold Time
Glyphosate by HPLC (EPA 547)				
Water	40mL VOA / Na2S203	Sodium thiosulfate; Refrigerate	40mL	14 days
Haloacetic Acids by GC-MS (EPA 552.3)				
Water	250mL AG / NH4CL	Dechlorinate; Refrigerate	250mL	14 days
Hydrocarbon Oil and Grease (1664B) (EPA 1664B (SGT))				
Water	1L AG / HCl	Add HCl to pH<2; refrigerate	1000mL	28 days
Nitrogen/Phosphorous Pesticides by GC-MS (EPA 525.3)				
Water	1L AG / Ascorbic,EDTA,KH2Ct	acsorbic acid, EDTA, Pot diHydrogen Citrate, Refrigerate	1000mL	14 days
Oil and Grease (1664B) (EPA 1664B)				
Water	1L AG / HCl	Add HCl to pH<2; refrigerate	1000mL	28 days
Organochlorine Pesticides and PCBs by GC-ECD (EPA 608.3)				
Water	1L AG / None	No preservative; Refrigerate	1000mL	7 days
Organohalide Pesticides and PCBs by GC-ECD (EPA 505)				
Water	40mL VOA / Na2S203	Sodium thiosulfate; Refrigerate	40	7 days
Perfluorinated Compounds by LC-MS/MS (DoD QSM v5.1 (or higher))				
Water	250mL P / None	Refrigerate	750mL	28 days
Perfluorinated Compounds by LC-MS/MS (EPA 537.1)				
Water	250mL P / Trizma	Add Trizma: Refrigerate	750mL	14 days
PFAS Short Chain (EPA 533)				
Water	250mL P / Ammonium Acetate	Refrigerate	750mL	28 days
PFAS Short Chain Field Blank (EPA 533)				
Water	250mL P / Ammonium Acetate	Refrigerate	250mL	28 days

Volatile Organics

Matrix	Container	Preservation	Amount Required	Hold Time
1,2,3-Trichloropropane by GC-MS SIM (SRL 524M-TCP)				
Water	40mL AG VOA / HCL	Add HCl to pH<2; refrigerate	40mL	14 days

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Volatile Organics

Matrix	Container	Preservation	Amount Required	Hold Time
2-CEVE by EPA 624.1 (EPA 624.1)				
Water	*40mL VOA / None*	*No preservative; Refrigerate*	*40mL*	*14 days*
Acrolein and Acrylonitrile by EPA 624 (EPA 624.1)				
Water	*40mL VOA / PH4-5 Buffer*	*Refrigerate*	*40mL*	*14 days*
TPH-Gasoline by GC-MS (EPA 8260B)				
Water	*40mL VOA / HCL*	*Add HCl to pH<2; refrigerate*	*40mL*	*14 days*
TPH-Gasoline by GC-MS (EPA 8260D)				
Solid	*Soil Tube*	*Refrigerate*	*5g*	*14 days*
Trihalomethanes by GC-MS (EPA 524.2)				
Water	*40mL VOA AG / Na2S203*	*Dechlorinate; Refrigerate*	*40mL*	*14 days*
Trihalomethanes by GC-MS (EPA 624.1)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*
Volatile Organics (SDWA Regulated) by GC-MS (EPA 524.2)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*
Volatile Organics by GC-MS (Caltox) (EPA 624.1)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*
Volatile Organics by GC-MS (EPA 524.2)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*
Volatile Organics by GC-MS (EPA 624.1)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*

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Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
General Chemistry							
Aggressive Index (Reqs PH/Alk/Ca) LOG THE PACKAGE! in Water (-)							
Aggressive Index	0.00 AGGR						
Alkalinity (CaCO3, HCO3/CO3/OH) by Titration in Water (SM 2320B)							
Alkalinity as CaCO3	3.0 mg/L		80 - 120	20			10
Bicarbonate as CaCO3	3.0 mg/L						10
Carbonate as CaCO3	3.0 mg/L						10
Hydroxide as CaCO3	3.0 mg/L						10
Ammonia by Continuous Flow in Water (EPA 350.1)							
Ammonia as N	0.10 mg/L		90 - 110	20	90 - 110	20	
Biochemical Oxygen Demand (BOD) in Water (SM 5210B)							
Biochemical Oxygen Demand	1.0 mg/L		85 - 115	20			30
Biochemical Oxygen Demand (BOD, Dissolved) in Water (SM 5210B)							
Biochemical Oxygen Demand	1.0 mg/L		85 - 115	20			30
Biochemical Oxygen Demand (cBOD, Carbonaceous) in Water (SM 5210B)							
Carbonaceous BOD	1.0 mg/L		85 - 115	20			30
Bromate by Ion Chromatography in Water (EPA 317.0)							
Bromate	1.0 ug/L		85 - 115	10	75 - 125	10	
Chloride by Ion Chromatography in Water (EPA 300.0)							
Chloride	1.0 mg/L		90 - 110	20	80 - 120	20	
Cyanide by Colorimetry in Water (SM 4500-CN E)							
Cyanide (total)	5.0 ug/L		80 - 120	20	80 - 120	20	
DO NOT USE - LOG THE PACKAGE in Water (SM 4500-S H)							
Hydrogen Sulfide as S	0.10 mg/L						
DO NOT USE - LOG THE PACKAGE in Water (SM 8010F)							
Ammonia as N, unionized (NH3)	0.10 mg/L						
Ammonium (NH4) as N	0.10 mg/L						
Electrical Conductivity (EC) in Water (SM 2510B)							
Conductivity @ 25C	5.0 umhos/cm		90 - 110	5			5

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
General Chemistry							
Fluoride by Ion Chromatography in Water (EPA 300.0)							
Fluoride	0.10 mg/L		90 - 110	10	80 - 120	10	
Hexavalent Chromium by Ion Chromatography in Water (EPA 218.6)							
Hexavalent Chromium	0.050 ug/L		90 - 110	10	90 - 110	10	
Hexavalent Chromium by Ion Chromatography in Water (EPA 218.7)							
Hexavalent Chromium	0.050 ug/L		50 - 150	50	85 - 115	15	
Langelier Index (LI, pH/Alkalinity/TDS/Ca) by Calc in Water (SM 2330B)							
Langelier Index	-10 LANG						
Nitrate (N) and Nitrite (N) by Ion Chromatography in Water (EPA 300.0)							
Nitrate + Nitrite as N	0.23 mg/L						
Nitrate (N) by Ion Chromatography in Water (EPA 300.0)							
Nitrate as N	0.23 mg/L		90 - 110	20	80 - 120	20	
Nitrite (NO2) by Ion Chromatography in Water (EPA 300.0)							
Nitrite as N	0.050 mg/L		90 - 110	20	80 - 120	20	
Nitrogen , Total Kjeldahl (TKN) in Water (EPA 351.2)							
Total Kjeldahl Nitrogen	1.0 mg/L		90 - 110	10	90 - 110	10	
Organic Carbon, Total (TOC) in Water (SM 5310C)							
Total Organic Carbon	0.50 mg/L		85 - 115	15	85 - 115	15	
Oxidation-Reduction Potential (ORP) by Hach 10228 in Water (Hach 10228)							
Oxidation/Reduction Potential	-10000 mV		90 - 110				20
Perchlorate by Ion Chromatography in Water (EPA 314.0)							
Perchlorate	1.0 ug/L		85 - 115	15	80 - 120	15	
pH in Water (SM 4500-H+ B)							
pH (1)	0.00 pH Units						
pH Temperature in °C	0.00 pH Units						
Phosphorous (P) by Colorimetry in Water (EPA 365.4)							
Phosphorus	0.20 mg/L		90 - 110	10	90 - 110	10	

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
General Chemistry							
Solids, Total Dissolved (TDS) in Water (SM 2540C)							
Total Dissolved Solids	5.0 mg/L		70 - 130				10
Solids, Total Fixed Dissolved (TFDS) in Water (SM 2540E)							
Total Fixed Dissolved Solids	5.0 mg/L						10
Sulfate by Ion Chromatography in Water (EPA 300.0)							
Sulfate as SO4	1.0 mg/L		90 - 110	20	80 - 120	20	
Surfactants (MBAS) in Water (SM 5540C)							
MBAS, Calculated as LAS, mol wt 340	0.050 mg/L		82 - 112	20	80 - 112	20	
Metals							
Aluminum (Total) by ICP in Water (EPA 200.7)							
Aluminum	50 ug/L		85 - 115	20	70 - 130	20	
Antimony (Total) by ICP-MS in Water (EPA 200.8)							
Antimony	2.0 ug/L		85 - 115	20	70 - 130	20	
Arsenic (Total) by ICP-MS in Water (EPA 200.8)							
Arsenic	2.0 ug/L		85 - 115	20	70 - 130	20	
Barium (Total) by ICP in Water (EPA 200.7)							
Barium	50 ug/L		85 - 115	20	70 - 130	20	
Barium (Total) by ICP-MS in Water (EPA 200.8)							
Barium	5.0 ug/L		85 - 115	20	70 - 130	20	
Beryllium (Total) by ICP-MS in Water (EPA 200.8)							
Beryllium	1.0 ug/L		85 - 115	20	70 - 130	20	
Boron (Total) by ICP in Water (EPA 200.7)							
Boron	100 ug/L		85 - 115	20	70 - 130	20	
Cadmium (Total) by ICP-MS in Water (EPA 200.8)							
Cadmium	1.0 ug/L		85 - 115	20	70 - 130	20	
Calcium (Total) by ICP in Water (EPA 200.7)							
Calcium	0.10 mg/L		85 - 115	20	70 - 130	20	

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Metals							
Chromium (Total) by ICP-MS in Water (EPA 200.8)							
Chromium	10 ug/L		85 - 115	20	70 - 130	20	
Cobalt (Total) by ICP-MS in Water (EPA 200.8)							
Cobalt	10 ug/L		85 - 115	20	70 - 130	20	
Copper (Total) by ICP in Water (EPA 200.7)							
Copper	50 ug/L		85 - 115	20	70 - 130	20	
Copper (Total) by ICP-MS in Water (EPA 200.8)							
Copper	5.0 ug/L		85 - 115	20	70 - 130	20	
Iron (Total) by ICP in Water (EPA 200.7)							
Iron	30 ug/L		85 - 115	20	70 - 130	20	
Lead (Total) by ICP-MS in Water (EPA 200.8)							
Lead	1.0 ug/L		85 - 115	20	70 - 130	20	
Magnesium (Total) by ICP in Water (EPA 200.7)							
Magnesium	0.10 mg/L		85 - 115	20	70 - 130	20	
Manganese (Total) by ICP in Water (EPA 200.7)							
Manganese	10 ug/L		85 - 115	20	70 - 130	20	
Mercury (Total) by ICP-MS in Water (EPA 200.8)							
Mercury	1.0 ug/L		85 - 115	20	70 - 130	20	
Mercury, wastewater by CVAA in Water (EPA 245.7)							
Mercury	0.20 ug/L		76 - 113		63 - 111	18	
Molybdenum (Total) by ICP-MS in Water (EPA 200.8)							
Molybdenum	10 ug/L		85 - 115	20	70 - 130	20	
Nickel (Total) by ICP-MS in Water (EPA 200.8)							
Nickel	10 ug/L		85 - 115	20	70 - 130	20	
Potassium (Total) by ICP in Water (EPA 200.7)							
Potassium	2.0 mg/L		85 - 115	20	70 - 130	20	
Selenium (Total) by ICP-MS in Water (EPA 200.8)							
Selenium	2.0 ug/L		85 - 115	20	70 - 130	20	

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Metals							
Silica (Total) by ICP in Water (EPA 200.7)							
Silica (SiO2)	0.20 mg/L		85 - 115	20	70 - 130	20	
Silver (Total) by ICP in Water (EPA 200.7)							
Silver	10 ug/L		85 - 115	20	70 - 130	20	
Silver (Total) by ICP-MS in Water (EPA 200.8)							
Silver	10 ug/L		85 - 115	20	70 - 130	20	
Sodium (Total) by ICP in Water (EPA 200.7)							
Sodium	1.0 mg/L		85 - 115	20	70 - 130	20	
Thallium (Total) by ICP-MS in Water (EPA 200.8)							
Thallium	1.0 ug/L		85 - 115	20	70 - 130	20	
Uranium (Total) by ICP-MS in Water (EPA 200.8)							
Uranium	1.0 ug/L		85 - 115	20	70 - 130	20	
Vanadium (Total) by ICP-MS in Water (EPA 200.8)							
Vanadium	3.0 ug/L		85 - 115	20	70 - 130	20	
Zinc (Total) by ICP in Water (EPA 200.7)							
Zinc	50 ug/L		85 - 115	20	70 - 130	20	
Zinc (Total) by ICP-MS in Water (EPA 200.8)							
Zinc	50 ug/L		85 - 115	20	70 - 130	20	
Miscellaneous							
Asbestos, Drinking Water in Water (100.2 Method (EPA 600/R-94/134))							
Asbestos	0.200 MFL						
Dioxin, 2,3,7,8-TCDD in Water (Subcontract)							
2,3,7,8-TCDD	0.00100 ng/L						
DO NOT USE, LOG THE PACKAGE in Water (Subcontract)							
Radium, Combined 226/228	pCi/L						
Radium-226	pCi/L						
Radium-228	pCi/L						

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Analyte	Reporting Limit	Surr %R	Blank Spike/LCS %R	Blank Spike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Miscellaneous							
Gross Alpha in Water (EPA 900.0)							
Gross Alpha	3.00 pCi/L		50 - 135		60 - 140	30	
Mercury, Low Level by CVAF in Water (EPA 1631E)							
Mercury	0.500 ng/L		77 - 123		71 - 125	24	
Phenolics (wastewater) by EPA 420 in Water (EPA 420.4)							
Total Recoverable Phenolics	50.0 ug/L		85 - 115	20	80 - 120	20	20
Radium 226-DW in Water (Subcontract)							
Radium-226	pCi/L						
Radium 228-DW in Water (Subcontract)							
Radium-228	pCi/L						
Sulfide in Water (Subcontract)							
Sulfide	mg/L						
Semi-volatile Organics							

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Semi-volatile Organics							
Caltox Semi-Volatile Organics by GC-MS in Water (EPA 625.1)							
1,2,4-Trichlorobenzene	1.0 ug/L		44 - 142	50	44 - 142	50	
1,2-Diphenylhydrazine (as Azobenzene)	1.0 ug/L		30 - 130	30	30 - 130	30	
2,4,6-Trichlorophenol	10 ug/L		37 - 144	58	37 - 144	58	
2,4-Dichlorophenol	1.0 ug/L		39 - 135	50	39 - 135	50	
2,4-Dimethylphenol	1.0 ug/L		32 - 120	58	32 - 120	58	
2,4-Dinitrophenol	5.0 ug/L		1 - 191	132	1 - 191	132	
2,4-Dinitrotoluene	5.0 ug/L		39 - 139	42	39 - 139	42	
2,6-Dinitrotoluene	5.0 ug/L		50 - 158	48	50 - 158	48	
2-Chloronaphthalene	10 ug/L		60 - 120	24	60 - 120	24	
2-Chlorophenol	2.0 ug/L		23 - 134	61	23 - 134	61	
2-Methylphenol (o-cresol)	5.0 ug/L		50 - 150	30	50 - 150	30	30
2-Nitrophenol	10 ug/L		29 - 182	55	29 - 182	55	
3,3'-Dichlorobenzidine	5.0 ug/L		1 - 262	108	1 - 262	108	
3-MPhenol/4-MPhenol	5.0 ug/L		69 - 120	30	69 - 120	30	30
4,6-Dinitro-2-methylphenol	5.0 ug/L		10 - 181	30	10 - 181	30	
4-Bromophenyl phenyl ether	5.0 ug/L		53 - 127	43	53 - 127	43	
4-Chloro-3-methylphenol	1.0 ug/L		22 - 147	73	22 - 147	73	
4-Chlorophenyl phenyl ether	5.0 ug/L		25 - 158	61	25 - 158	61	
4-Nitrophenol	5.0 ug/L		1 - 132	131	1 - 132	131	
Acenaphthene	0.50 ug/L		47 - 145	48	47 - 145	48	
Acenaphthylene	0.20 ug/L		33 - 145	74	33 - 145	74	
Anthracene	2.0 ug/L		27 - 133	66	27 - 133	66	
Benzidine	5.0 ug/L		10 - 200	30	10 - 200	30	
Benzo(a)anthracene	5.0 ug/L		33 - 143	53	33 - 143	53	
Benzo(a)pyrene	2.0 ug/L		17 - 163	72	17 - 163	72	
Benzo(b)fluoranthene	10 ug/L		24 - 159	71	24 - 159	71	
Benzo(g,h,i)perylene	0.10 ug/L		1 - 219	97	1 - 219	97	
Benzo(k)fluoranthene	2.0 ug/L		11 - 162	63	11 - 162	63	
Bis(2-chloro-1-methylethyl) ether	2.0 ug/L		36 - 166	76	36 - 166	76	
Bis(2-chloroethoxy)methane	5.0 ug/L		33 - 184	54	33 - 184	54	
Bis(2-chloroethyl) ether	1.0 ug/L		12 - 158	108	12 - 158	108	
Bis(2-ethylhexyl) phthalate	5.0 ug/L		8 - 158	82	8 - 158	82	
Butyl benzyl phthalate	10 ug/L		1 - 152	60	1 - 152	60	
Chrysene	5.0 ug/L		17 - 168	87	17 - 168	87	
Dibenzo(a,h)anthracene	0.10 ug/L		1 - 227	126	1 - 227	126	
Diethyl phthalate	2.0 ug/L		1 - 120	100	1 - 120	100	

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
Caltox Semi-Volatile Organics by GC-MS in Water (EPA 625.1)							
Dimethyl phthalate	2.0 ug/L		1 - 120	183	1 - 120	183	
Di-n-butyl phthalate	10 ug/L		1 - 120	47	1 - 120	47	
Di-n-octyl phthalate	5.0 ug/L		4 - 146	69	4 - 146	69	
Fluoranthene	0.050 ug/L		26 - 137	66	26 - 137	66	
Fluorene	0.10 ug/L		59 - 121	38	59 - 121	38	
Hexachlorobenzene	1.0 ug/L		1 - 152	55	1 - 152	55	
Hexachlorobutadiene	1.0 ug/L		24 - 120	62	24 - 120	62	
Hexachlorocyclopentadiene	5.0 ug/L		10 - 130	30	10 - 130	30	
Hexachloroethane	1.0 ug/L		40 - 120	52	40 - 120	52	
Indeno(1,2,3-cd)pyrene	0.050 ug/L		1 - 171	99	1 - 171	99	
Isophorone	1.0 ug/L		21 - 196	93	21 - 196	93	
Naphthalene	0.20 ug/L		21 - 133	65	21 - 133	65	
Nitrobenzene	1.0 ug/L		35 - 180	62	35 - 180	62	
N-Nitrosodimethylamine (NDMA)	5.0 ug/L		10 - 130	30	10 - 130	30	
N-Nitrosodi-n-propylamine (NDPA)	5.0 ug/L		1 - 230	87	1 - 230	87	
N-Nitrosodiphenylamine (as DPA)	1.0 ug/L		10 - 130	30	10 - 130	30	
Pentachlorophenol	1.0 ug/L		14 - 176	86	14 - 176	86	
Phenanthrene	0.050 ug/L		54 - 120	39	54 - 120	39	
Phenol	1.0 ug/L		5 - 120	64	5 - 120	64	
Pyrene	0.050 ug/L		52 - 120	49	52 - 120	49	
surr: 2,4,6-Tribromophenol		53 - 200					
surr: 2-Fluorobiphenyl		40 - 127					
surr: 2-Fluorophenol		42 - 123					
surr: Nitrobenzene-d5		15 - 200					
surr: Phenol-d6		10 - 200					
surr: p-Terphenyl-d14		50 - 150					
Carbamates by HPLC in Water (EPA 531.1)							
3-Hydroxycarbofuran	3.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb	3.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb Sulfone	2.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb Sulfoxide	3.0 ug/L		80 - 120	20	65 - 135	20	
Carbaryl	5.0 ug/L		80 - 120	20	65 - 135	20	
Carbofuran	5.0 ug/L		80 - 120	20	65 - 135	20	
Methomyl	2.0 ug/L		80 - 120	20	65 - 135	20	
Oxamyl	20 ug/L		80 - 120	20	65 - 135	20	

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Semi-volatile Organics							
Chlorinated Acid Herbicides by GC-ECD in Water (EPA 515.4)							
2,4,5-T	1.0 ug/L		70 - 130	20	70 - 130	30	30
2,4,5-TP (Silvex)	1.0 ug/L		70 - 130	20	70 - 130	30	30
2,4-D	10 ug/L		70 - 130	20	70 - 130	30	30
Bentazon	2.0 ug/L		70 - 130	20	70 - 130	30	30
Dalapon	10 ug/L		70 - 130	20	70 - 130	30	30
Dicamba	1.5 ug/L		70 - 130	20	70 - 130	30	30
Dinoseb	2.0 ug/L		70 - 130	20	70 - 130	30	30
Pentachlorophenol	0.20 ug/L		70 - 130	20	70 - 130	30	30
Picloram	1.0 ug/L		70 - 130	20	70 - 130	30	30
surr: DCPAA		70 - 130					
Diquat by HPLC in Water (EPA 549.2)							
Diquat	4.0 ug/L		70 - 130	30	70 - 130	30	30
EDB and DBCP by GC-ECD in Water (EPA 504.1)							
Dibromochloropropane (DBCP)	0.010 ug/L		70 - 130	20	65 - 135	20	30
Ethylene Dibromide (EDB)	0.020 ug/L		70 - 130	20	65 - 135	20	30
surr: 1-Br-2-Nitrobenzene		70 - 130					
Endothall by GC-MS in Water (EPA 548.1)							
Endothall	45 ug/L		50 - 130	30	30 - 130	30	30
EPA 505 - Simazine, Atrazine, and Alachlor Only in Water (EPA 505)							
Alachlor	1.0 ug/L		70 - 130	20	65 - 135	20	30
Atrazine	0.50 ug/L		70 - 130	20	65 - 135	20	30
Simazine	1.0 ug/L		70 - 130	20	65 - 135	20	30
surr: 1-Br-2-Nitrobenzene		70 - 130					

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Semi-volatile Organics							
Field Blank Perfluorinated Compounds by LC-MS/MS in Water (EPA 537.1)							
11Cl-PF3OUdS	2.0 ng/L		70 - 130	30	70 - 130	30	30
9Cl-PF3ONS	2.0 ng/L		70 - 130	30	70 - 130	30	30
ADONA	2.0 ng/L		70 - 130	30	70 - 130	30	30
Hazard Index	0.20 ng/L						
HFPO-DA	2.0 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAA	3.0 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAA	3.0 ng/L		70 - 130	30	70 - 130	30	30
PFBS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDoA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHpA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFNA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTrDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFUnDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
surr: 13C2-PFDA		70 - 130					
surr: 13C2-PFHxA		70 - 130					
surr: 13C3-HFPO-DA		70 - 130					
surr: d5-NEtFOSAA		70 - 130					
Glyphosate by HPLC in Water (EPA 547)							
Glyphosate	25 ug/L		70 - 130	30	70 - 130	30	30
surr: AMPA		70 - 130	70 - 130	30	70 - 130	30	30
Haloacetic Acids by GC-MS in Water (EPA 552.3)							
Dibromoacetic Acid (DBAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Dichloroacetic Acid (DCAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Monobromoacetic Acid (MBAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Monochloroacetic Acid (MCAA)	2.0 ug/L		70 - 130	30	70 - 130	30	30
Total Haloacetic Acids	2.0 ug/L			30			30
Trichloroacetic Acid (TCAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 2-Bromobutanoic Acid		70 - 130		30			30

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Semi-volatile Organics							
Hydrocarbon Oil and Grease (1664B) in Water (EPA 1664B (SGT))							
Total Petroleum Hydrocarbons	5.0 mg/L		64 - 132	34	64 - 132	34	
Nitrogen/Phosphorous Pesticides by GC-MS in Water (EPA 525.3)							
Alachlor	1.0 ug/L		70 - 130	30	70 - 130	30	30
Atrazine	0.50 ug/L		70 - 130	30	70 - 130	30	30
Bromacil	10 ug/L		70 - 130	30	70 - 130	30	30
Butachlor	0.38 ug/L		70 - 130	30	70 - 130	30	30
Dimethoate	10 ug/L		70 - 130	30	70 - 130	30	30
Metolachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Metribuzin	0.50 ug/L		70 - 130	30	70 - 130	30	30
Molinate	2.0 ug/L		70 - 130	30	70 - 130	30	30
Propachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Simazine	1.0 ug/L		70 - 130	30	70 - 130	30	30
Thiobencarb	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 1,3-Dimethyl-2-nitrobenzene		70 - 130					
surr: Benzo(a)pyrene-d12		70 - 130					
surr: Triphenyl Phosphate		70 - 130					
Oil and Grease (1664B) in Water (EPA 1664B)							
Total Oil & Grease	5.0 mg/L		78 - 114	18	78 - 114	18	20

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Semi-volatile Organics							
Organochlorine Pesticides and PCBs by GC-ECD in Water (EPA 608.3)							
4,4'-DDD	0.050 ug/L		31 - 141	39	31 - 141	39	30
4,4'-DDE	0.050 ug/L		30 - 145	35	30 - 145	35	30
4,4'-DDT	0.010 ug/L		25 - 160	42	25 - 160	42	30
Aldrin	0.0050 ug/L		42 - 140	35	42 - 140	35	30
alpha-BHC	0.010 ug/L		37 - 140	36	37 - 140	36	30
alpha-Chlordane	0.10 ug/L		45 - 140	35	45 - 140	35	30
Aroclor-1016	0.50 ug/L		50 - 140	36		36	30
Aroclor-1221	0.50 ug/L			48		48	30
Aroclor-1232	0.50 ug/L			25		25	30
Aroclor-1242	0.50 ug/L			29		29	30
Aroclor-1248	0.50 ug/L			35		35	30
Aroclor-1254	0.50 ug/L			45		45	30
Aroclor-1260	0.50 ug/L		8 - 140	38		38	30
beta-BHC	0.0050 ug/L		17 - 147	44	14 - 147	44	30
Chlordane (Technical)	0.10 ug/L		50 - 150	20		20	30
delta-BHC	0.0050 ug/L		19 - 140	52	19 - 140	52	30
Dieldrin	0.010 ug/L		36 - 146	49	36 - 146	49	30
Endosulfan I	0.020 ug/L		45 - 153	28	45 - 153	28	30
Endosulfan II	0.010 ug/L		1 - 202	53	1 - 202	53	30
Endosulfan Sulfate	0.050 ug/L		26 - 144	38	26 - 144	38	30
Endrin	0.010 ug/L		30 - 147	48	30 - 147	48	30
Endrin Aldehyde	0.010 ug/L		50 - 150	20	50 - 150	20	30
Endrin Ketone	0.10 ug/L		66 - 138	30	66 - 138	30	30
gamma-Chlordane	0.10 ug/L		45 - 140	35	45 - 140	35	30
Heptachlor	0.010 ug/L		34 - 140	43	34 - 140	43	30
Heptachlor Epoxide	0.010 ug/L		37 - 142	26	37 - 142	26	30
Lindane	0.020 ug/L		32 - 140	39	32 - 140	39	30
Methoxychlor	0.10 ug/L		68 - 153	30	68 - 153	30	30
Toxaphene	0.50 ug/L		41 - 140	41		41	30
surr: TCMX		26 - 144					

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Semi-volatile Organics							
Organohalide Pesticides and PCBs by GC-ECD in Water (EPA 505)							
Aldrin	0.075 ug/L		70 - 130	20	65 - 135	20	30
Chlordane (Technical)	0.10 ug/L		70 - 130	20	65 - 135	20	30
Dieldrin	0.020 ug/L		70 - 130	20	65 - 135	20	30
Endrin	0.10 ug/L		70 - 130	20	65 - 135	20	30
Heptachlor	0.010 ug/L		70 - 130	20	65 - 135	20	30
Heptachlor Epoxide	0.010 ug/L		70 - 130	20	65 - 135	20	30
Hexachlorobenzene	0.50 ug/L		70 - 130	20	65 - 135	20	30
Hexachlorocyclopentadiene	1.0 ug/L		70 - 130	20	65 - 135	20	30
Lindane	0.20 ug/L		70 - 130	20	65 - 135	20	30
Methoxychlor	10 ug/L		70 - 130	20	65 - 135	20	30
PCB Aroclor Screen	0.50 ug/L		70 - 130	20	65 - 135	20	30
Toxaphene	1.0 ug/L		70 - 130	20	65 - 135	20	30
surr: 1-Br-2-Nitrobenzene		70 - 130					

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Semi-volatile Organics							
Perfluorinated Compounds by LC-MS/MS in Water (DoD QSM v5.1 (or higher))							
11Cl-PF3OUdS	0.0020 ug/L		50 - 150	30	50 - 150	30	30
4:2 FTS	0.0020 ug/L		63 - 143	30	63 - 143	30	30
6:2 FTS	0.0020 ug/L		64 - 140	30	64 - 140	30	30
8:2 FTS	0.0020 ug/L		67 - 138	30	67 - 138	30	30
9Cl-PF3ONS	0.0020 ug/L		50 - 150	30	50 - 150	30	30
ADONA	0.0020 ug/L		50 - 150	30	50 - 150	30	30
FOSA	0.0020 ug/L		67 - 137	30	67 - 137	30	30
HFPO-DA	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NEtFOSAA	0.0020 ug/L		61 - 135	30	61 - 135	30	30
NEtFOSAM	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NEtFOSE	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NMeFOSAA	0.0020 ug/L		65 - 136	30	65 - 136	30	30
NMeFOSAM	0.0020 ug/L		68 - 141	30	68 - 141	30	30
NMeFOSE	0.0020 ug/L		50 - 150	30	50 - 150	30	30
PFBA	0.0020 ug/L		73 - 129	30	73 - 129	30	30
PFBS	0.0020 ug/L		72 - 130	30	72 - 130	30	30
PFDA	0.0020 ug/L		71 - 129	30	71 - 129	30	30
PFDoA	0.0020 ug/L		72 - 134	30	72 - 134	30	30
PFDS	0.0020 ug/L		53 - 142	30	53 - 142	30	30
PFHpA	0.0020 ug/L		72 - 130	30	72 - 130	30	30
PFHpS	0.0020 ug/L		69 - 134	30	69 - 134	30	30
PFHxA	0.0020 ug/L		72 - 129	30	72 - 129	30	30
PFHxS	0.0020 ug/L		68 - 131	30	68 - 131	30	30
PFNA	0.0020 ug/L		69 - 130	30	69 - 130	30	30
PFOA	0.0020 ug/L		71 - 133	30	71 - 133	30	30
PFOS	0.0020 ug/L		65 - 140	30	65 - 140	30	30
PFPeA	0.0020 ug/L		72 - 129	30	72 - 129	30	30
PFPeS	0.0020 ug/L		71 - 127	30	71 - 127	30	30
PFTDA	0.0020 ug/L		71 - 132	30	71 - 132	30	30
PFTrDA	0.0020 ug/L		65 - 144	30	65 - 144	30	30
PFUnDA	0.0020 ug/L		69 - 133	30	69 - 133	30	30

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Semi-volatile Organics							
Perfluorinated Compounds by LC-MS/MS in Water (EPA 537.1)							
11Cl-PF3OUdS	2.0 ng/L		70 - 130	30	70 - 130	30	30
9Cl-PF3ONS	2.0 ng/L		70 - 130	30	70 - 130	30	30
ADONA	2.0 ng/L		70 - 130	30	70 - 130	30	30
Hazard Index	0.20 ng/L						
HFPO-DA	2.0 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAA	3.0 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAA	3.0 ng/L		70 - 130	30	70 - 130	30	30
PFBS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDoA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHpA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFNA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTrDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFUnDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
surr: 13C2-PFDA		70 - 130					
surr: 13C2-PFHxA		70 - 130					
surr: 13C3-HFPO-DA		70 - 130					
surr: d5-NEtFOSAA		70 - 130					

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Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
PFAS Short Chain Field Blank in Water (EPA 533)							
11Cl-PF3OUdS	2.0 ng/L		70 - 130	30	70 - 130	30	30
4:2 FTS	2.0 ng/L		70 - 130	30	70 - 130	30	30
6:2 FTS	2.0 ng/L		70 - 130	30	70 - 130	30	30
8:2 FTS	2.0 ng/L		70 - 130	30	70 - 130	30	30
9Cl-PF3ONS	2.0 ng/L		70 - 130	30	70 - 130	30	30
ADONA	2.0 ng/L		70 - 130	30	70 - 130	30	30
Hazard Index	0.20 ng/L						
HFPO-DA	2.0 ng/L		70 - 130	30	70 - 130	30	30
NFDHA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFBA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFBS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDoA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFEESA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHpA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHpS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFMBA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFMPA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFNA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFPeA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFPeS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFUnDA	2.0 ng/L		50 - 150	30	70 - 130	30	30
surr: S-13C2-4:2FTS		50 - 200					
surr: S-13C2-6:2FTS		50 - 200					
surr: S-13C2-8:2FTS		50 - 200					
surr: S-13C2PFDoA		50 - 200					
surr: S-13C3-HFPO-DA		50 - 200					
surr: S-13C3-PFBS		50 - 200					
surr: S-13C3-PFHxS		50 - 200					
surr: S-13C4-PFBA		50 - 200					
surr: S-13C4PFHpA		50 - 200					
surr: S-13C5PFHxA		50 - 200					

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Analyte	Reporting Limit	Surr %R	Blank Spike/LCS %R	Blank Spike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
PFAS Short Chain Field Blank in Water (EPA 533)							
surr: S-13C5PFPeA		50 - 200					
surr: S-13C8PFDA		50 - 200					
surr: S-13C7-PFUnDA		50 - 200					
surr: S-13C8PFOA		50 - 200					
surr: S-13C8-PFOS		50 - 200					
surr: S-13C9PFNA		50 - 200					

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Semi-volatile Organics							
PFAS Short Chain in Water (EPA 533)							
11Cl-PF3OUdS	2.0 ng/L		70 - 130	30	70 - 130	30	30
4:2 FTS	2.0 ng/L		70 - 130	30	70 - 130	30	30
6:2 FTS	2.0 ng/L		70 - 130	30	70 - 130	30	30
8:2 FTS	2.0 ng/L		70 - 130	30	70 - 130	30	30
9Cl-PF3ONS	2.0 ng/L		70 - 130	30	70 - 130	30	30
ADONA	2.0 ng/L		70 - 130	30	70 - 130	30	30
Hazard Index	0.20 ng/L						
HFPO-DA	2.0 ng/L		70 - 130	30	70 - 130	30	30
NFDHA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFBA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFBS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDoA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFEESA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHpA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHpS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFMBA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFMPA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFNA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFPeA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFPeS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFUnDA	2.0 ng/L		50 - 150	30	70 - 130	30	30
surr: S-13C2-4:2FTS		50 - 200					
surr: S-13C2-6:2FTS		50 - 200					
surr: S-13C2-8:2FTS		50 - 200					
surr: S-13C2PFDoA		50 - 200					
surr: S-13C3-HFPO-DA		50 - 200					
surr: S-13C3-PFBS		50 - 200					
surr: S-13C3-PFHxS		50 - 200					
surr: S-13C4-PFBA		50 - 200					
surr: S-13C4PFHpA		50 - 200					
surr: S-13C5PFHxA		50 - 200					

All quotations are strictly confidential

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
PFAS Short Chain in Water (EPA 533)							
surr: S-13C5PFPeA		50 - 200					
surr: S-13C6PFDA		50 - 200					
surr: S-13C7-PFUnDA		50 - 200					
surr: S-13C8PFOA		50 - 200					
surr: S-13C8-PFOS		50 - 200					
surr: S-13C9PFNA		50 - 200					
Volatile Organics							
1,2,3-Trichloropropane by GC-MS SIM in Water (SRL 524M-TCP)							
1,2,3-Trichloropropane	0.0050 ug/L		80 - 120	30			30
2-CEVE by EPA 624.1 in Water (EPA 624.1)							
2-Chloroethyl vinyl ether	1.0 ug/L		1 - 305	71	1 - 305	71	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20
Acrolein and Acrylonitrile by EPA 624 in Water (EPA 624.1)							
Acrolein	2.0 ug/L		40 - 160	60	40 - 160	60	
Acrylonitrile	2.0 ug/L		40 - 160	60	40 - 160	60	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20
TPH-Gasoline by GC-MS in Water (EPA 8260B)							
Gasoline Range Organics (C6-10)	50 ug/L		50 - 150	30	50 - 150	30	
surr: 1,2-Dichloroethane-d4		70 - 130					30
Trihalomethanes by GC-MS in Water (EPA 524.2)							
Bromodichloromethane	0.50 ug/L		70 - 130	30	47 - 151		30
Bromoform	0.50 ug/L		70 - 130	30	29 - 162		30
Chloroform	0.50 ug/L		70 - 130	30	52 - 148		30
Dibromochloromethane	0.50 ug/L		70 - 130	30	44 - 149		30
Total Trihalomethanes	0.50 ug/L						
surr: 1,2-Dichlorobenzene-d4		70 - 130		30			30
surr: Bromofluorobenzene		70 - 130					30

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Volatile Organics							
Trihalomethanes by GC-MS in Water (EPA 624.1)							
Bromodichloromethane	0.50 ug/L		65 - 135	56	35 - 155	56	
Bromoform	0.50 ug/L		70 - 130	42	45 - 169	42	
Chloroform	0.50 ug/L		70 - 135	54	51 - 138	54	
Dibromochloromethane	0.50 ug/L		70 - 135	50	53 - 149	50	
Total Trihalomethanes	0.50 ug/L						
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20

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Volatile Organics							
Volatile Organics (SDWA Regulated) by GC-MS in Water (EPA 524.2)							
1,1,1-Trichloroethane	0.50 ug/L		70 - 130	30	48 - 160		30
1,1,2,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	42 - 151		30
1,1,2-Trichloro-1,2,2-trifluoroethane	2.0 ug/L		70 - 130	30	47 - 164		30
1,1,2-Trichloroethane	0.50 ug/L		70 - 130	30	45 - 152		30
1,1-Dichloroethane	0.50 ug/L		70 - 130	30	48 - 157		30
1,1-Dichloroethene	0.50 ug/L		70 - 130	30	51 - 158		30
1,2,4-Trichlorobenzene	0.50 ug/L		70 - 130	30	33 - 149		30
1,2-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146		30
1,2-Dichloroethane	0.50 ug/L		70 - 130	30	47 - 151		30
1,2-Dichloropropane	0.50 ug/L		70 - 130	30	47 - 155		30
1,4-Dichlorobenzene	0.50 ug/L		70 - 130	30	43 - 146		30
Benzene	0.50 ug/L		70 - 130	30	48 - 155		30
Carbon Tetrachloride	0.50 ug/L		70 - 130	30	47 - 163		30
Chlorobenzene	0.50 ug/L		70 - 130	30	46 - 152		30
cis-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	50 - 152		30
cis-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	34 - 156		30
Dichloromethane	0.50 ug/L		70 - 130	30	47 - 156		30
Ethylbenzene	0.50 ug/L		70 - 130	30	40 - 157		30
m,p-Xylenes	0.50 ug/L		70 - 130	30	49 - 154		30
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156		30
o-Xylene	0.50 ug/L		70 - 130	30	27 - 164		30
Styrene	0.50 ug/L		70 - 130	30	10 - 200		30
Tetrachloroethene (PCE)	0.50 ug/L		70 - 130	30	48 - 155		30
Toluene	0.50 ug/L		70 - 130	30	40 - 159		30
Total 1,3-Dichloropropene	0.50 ug/L						
Total Xylenes	0.50 ug/L						
trans-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	52 - 157		30
trans-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	28 - 160		30
Trichloroethene (TCE)	0.50 ug/L		70 - 130	30	49 - 155		30
Trichlorofluoromethane	5.0 ug/L		70 - 130	30	47 - 169		30
Vinyl Chloride	0.50 ug/L		70 - 130	30	21 - 183		30
surr: 1,2-Dichlorobenzene-d4		70 - 130	70 - 130	30			30
surr: Bromofluorobenzene		70 - 130					30

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Volatile Organics							
Volatile Organics by GC-MS (Caltox) in Water (EPA 624.1)							
1,1,1-Trichloroethane	0.50 ug/L		70 - 130	36	52 - 162	36	
1,1,2,2-Tetrachloroethane	0.50 ug/L		60 - 140	61	46 - 157	61	
1,1,2-Trichloroethane	0.50 ug/L		70 - 130	45	52 - 150	45	
1,1-Dichloroethane	0.50 ug/L		70 - 130	40	59 - 155	40	
1,1-Dichloroethene	0.50 ug/L		50 - 150	32	10 - 200	32	
1,2-Dichlorobenzene	0.50 ug/L		65 - 135	57	18 - 190	57	
1,2-Dichloroethane	0.50 ug/L		70 - 130	49	49 - 155	49	
1,2-Dichloropropane	0.50 ug/L		35 - 165	55	10 - 200	55	
1,3-Dichlorobenzene	0.50 ug/L		70 - 130	43	59 - 156	43	
1,4-Dichlorobenzene	0.50 ug/L		65 - 135	57	18 - 190	57	
Benzene	0.50 ug/L		65 - 135	61	37 - 151	61	
Bromodichloromethane	0.50 ug/L		65 - 135	56	35 - 155	56	
Bromoform	0.50 ug/L		70 - 130	42	45 - 169	42	
Bromomethane	1.0 ug/L		15 - 185	61	10 - 200	61	
Carbon Tetrachloride	0.50 ug/L		70 - 130	41	70 - 140	41	
Chlorobenzene	0.50 ug/L		65 - 135	53	37 - 160	53	
Chloroethane	0.50 ug/L		40 - 160	78	14 - 200	78	
Chloroform	0.50 ug/L		70 - 135	54	51 - 138	54	
Chloromethane	0.50 ug/L		10 - 200	60	10 - 200	60	
cis-1,3-Dichloropropene	0.50 ug/L		25 - 175	58	10 - 200	58	
Dibromochloromethane	0.50 ug/L		70 - 135	50	53 - 149	50	
Dichloromethane	0.50 ug/L		60 - 140	28	10 - 200	28	
Ethylbenzene	0.50 ug/L		60 - 140	63	37 - 162	63	
Tetrachloroethene (PCE)	0.50 ug/L		70 - 130	39	64 - 148	39	
Toluene	0.50 ug/L		70 - 130	41	47 - 150	41	
trans-1,2-Dichloroethene	0.50 ug/L		70 - 130	45	54 - 156	45	
trans-1,3-Dichloropropene	0.50 ug/L		50 - 150	86	17 - 183	86	
Trichloroethene (TCE)	0.50 ug/L		65 - 135	48	70 - 157	48	
Vinyl Chloride	0.50 ug/L		10 - 195	66	10 - 200	66	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20

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Volatile Organics							
Volatile Organics by GC-MS in Water (EPA 524.2)							
1,1,1,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	41 - 156	30	30
1,1,1-Trichloroethane	0.50 ug/L		70 - 130	30	48 - 160	30	30
1,1,2,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	42 - 151	30	30
1,1,2-Trichloro-1,2,2-trifluoroethane	2.0 ug/L		70 - 130	30	47 - 164	30	30
1,1,2-Trichloroethane	0.50 ug/L		70 - 130	30	45 - 152	30	30
1,1-Dichloroethane	0.50 ug/L		70 - 130	30	48 - 157	30	30
1,1-Dichloroethene	0.50 ug/L		70 - 130	30	51 - 158	30	30
1,1-Dichloropropene	0.50 ug/L		70 - 130	30	46 - 162	30	30
1,2,3-Trichlorobenzene	0.50 ug/L		70 - 130	30	37 - 145	30	30
1,2,4-Trichlorobenzene	0.50 ug/L		70 - 130	30	33 - 149	30	30
1,2,4-Trimethylbenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,2-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,2-Dichloroethane	0.50 ug/L		70 - 130	30	47 - 151	30	30
1,2-Dichloropropane	0.50 ug/L		70 - 130	30	47 - 155	30	30
1,3,5-Trimethylbenzene	0.50 ug/L		70 - 130	30	45 - 154	30	30
1,3-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,3-Dichloropropane	0.50 ug/L		70 - 130	30	45 - 151	30	30
1,4-Dichlorobenzene	0.50 ug/L		70 - 130	30	43 - 146	30	30
2,2-Dichloropropane	0.50 ug/L		70 - 130	30	24 - 182	30	30
2-Butanone	5.0 ug/L		70 - 130	30	55 - 144	30	30
2-Chlorotoluene	0.50 ug/L		70 - 130	30	48 - 150	30	30
2-Hexanone	10 ug/L		70 - 130	30	40 - 159	30	30
4-Chlorotoluene	0.50 ug/L		70 - 130	30	43 - 150	30	30
4-Methyl-2-pentanone	5.0 ug/L		70 - 130	30	30 - 171	30	30
Acetone	10 ug/L		70 - 130	30	27 - 181	30	30
Benzene	0.50 ug/L		70 - 130	30	48 - 155	30	30
Bromobenzene	0.50 ug/L		70 - 130	30	43 - 151	30	30
Bromochloromethane	0.50 ug/L		70 - 130	30	48 - 161	30	30
Bromodichloromethane	0.50 ug/L		70 - 130	30	47 - 151	30	30
Bromoform	0.50 ug/L		70 - 130	30	29 - 162	30	30
Bromomethane	0.50 ug/L		70 - 130	30	10 - 200	30	30
Carbon Tetrachloride	0.50 ug/L		70 - 130	30	47 - 163	30	30
Chlorobenzene	0.50 ug/L		70 - 130	30	46 - 152	30	30
Chloroethane	0.50 ug/L		70 - 130	30	28 - 189	30	30
Chloroform	0.50 ug/L		70 - 130	30	52 - 148	30	30
Chloromethane	0.50 ug/L		70 - 130	30	53 - 159	30	30

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Volatile Organics							
Volatile Organics by GC-MS in Water (EPA 524.2)							
cis-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	50 - 152	30	30
cis-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	34 - 156	30	30
Dibromochloromethane	0.50 ug/L		70 - 130	30	44 - 149	30	30
Dibromomethane	0.50 ug/L		70 - 130	30	46 - 150	30	30
Dichlorodifluoromethane	0.50 ug/L		70 - 130	30	33 - 170	30	30
Dichloromethane	0.50 ug/L		70 - 130	30	47 - 156	30	30
Ethyl tert-Butyl Ether (ETBE)	0.50 ug/L		70 - 130	30	32 - 160	30	30
Ethylbenzene	0.50 ug/L		70 - 130	30	40 - 157	30	30
Hexachlorobutadiene	0.50 ug/L		70 - 130	30	38 - 151	30	30
Isopropylbenzene	0.50 ug/L		70 - 130	30	41 - 156	30	30
m,p-Xylenes	0.50 ug/L		70 - 130	30	49 - 154	30	30
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156	30	30
Naphthalene	0.50 ug/L		70 - 130	30	35 - 154	30	30
n-Butylbenzene	0.50 ug/L		70 - 130	30	31 - 153	30	30
n-Propylbenzene	0.50 ug/L		70 - 130	30	39 - 156	30	30
o-Xylene	0.50 ug/L		70 - 130	30	27 - 164	30	30
p-Isopropyltoluene	0.50 ug/L		70 - 130	30	26 - 161	30	30
sec-Butylbenzene	0.50 ug/L		70 - 130	30	39 - 154	30	30
Styrene	0.50 ug/L		70 - 130	30	10 - 200	30	30
tert-Amyl Methyl Ether (TAME)	3.0 ug/L		70 - 130	30	24 - 161	30	30
tert-Butyl alcohol (TBA)	2.0 ug/L		70 - 130	30	22 - 174	30	30
tert-Butylbenzene	0.50 ug/L		70 - 130	30	40 - 153	30	30
Tetrachloroethene (PCE)	0.50 ug/L		70 - 130	30	48 - 155	30	30
Toluene	0.50 ug/L		70 - 130	30	40 - 159	30	30
Total 1,3-Dichloropropene	0.50 ug/L						
Total Trihalomethanes	0.50 ug/L						
Total Xylenes	0.50 ug/L						
trans-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	52 - 157	30	30
trans-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	28 - 160	30	30
Trichloroethene (TCE)	0.50 ug/L		70 - 130	30	49 - 155	30	30
Trichlorofluoromethane	5.0 ug/L		70 - 130	30	47 - 169	30	30
Vinyl Chloride	0.50 ug/L		70 - 130	30	21 - 183	30	30
surr: 1,2-Dichlorobenzene-d4		70 - 130		30		30	30
surr: Bromofluorobenzene		70 - 130					30

Donna Ferguson, PhD
Monterey CHD
1270 Natividad Rd. Rm A15
Salinas, CA 93906

Printed: 06/24/2025
Effective: 09/01/2025
Expires: 08/31/2028

Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Volatile Organics							
Volatile Organics by GC-MS in Water (EPA 624.1)							
1,1,1-Trichloroethane	0.50 ug/L		70 - 130	36	52 - 162	36	
1,1,2,2-Tetrachloroethane	0.50 ug/L		60 - 140	61	46 - 157	61	
1,1,2-Trichloro-1,2,2-trifluoroethane	0.50 ug/L		60 - 140	30	60 - 140	30	
1,1,2-Trichloroethane	0.50 ug/L		70 - 130	45	52 - 150	45	
1,1-Dichloroethane	0.50 ug/L		70 - 130	40	59 - 155	40	
1,1-Dichloroethene	0.50 ug/L		50 - 150	32	10 - 200	32	
1,2,3-Trichloropropane	5.0 ug/L		60 - 140	30	60 - 140	30	
1,2-Dibromoethane (EDB)	0.50 ug/L		60 - 140	30	60 - 140	30	
1,2-Dichlorobenzene	0.50 ug/L		65 - 135	57	18 - 190	57	
1,2-Dichloroethane	0.50 ug/L		70 - 130	49	49 - 155	49	
1,2-Dichloropropane	0.50 ug/L		35 - 165	55	10 - 200	55	
1,3-Dichlorobenzene	0.50 ug/L		70 - 130	43	59 - 156	43	
1,4-Dichlorobenzene	0.50 ug/L		65 - 135	57	18 - 190	57	
2-Hexanone	20 ug/L		60 - 140	30	60 - 140	30	
4-Methyl-2-pentanone	20 ug/L		60 - 140	30	60 - 140	30	
Acetone	20 ug/L		60 - 140	30	60 - 140	30	
Benzene	0.50 ug/L		65 - 135	61	37 - 151	61	
Bromodichloromethane	0.50 ug/L		65 - 135	56	35 - 155	56	
Bromoform	0.50 ug/L		70 - 130	42	45 - 169	42	
Bromomethane	1.0 ug/L		15 - 185	61	10 - 200	61	
Carbon Disulfide	50 ug/L		78 - 140	30	78 - 140	30	
Carbon Tetrachloride	0.50 ug/L		70 - 130	41	70 - 140	41	
Chlorobenzene	0.50 ug/L		65 - 135	53	37 - 160	53	
Chloroethane	0.50 ug/L		40 - 160	78	14 - 200	78	
Chloroform	0.50 ug/L		70 - 135	54	51 - 138	54	
Chloromethane	0.50 ug/L		10 - 200	60	10 - 200	60	
cis-1,2-Dichloroethene	0.50 ug/L		60 - 140	30	60 - 140	30	
cis-1,3-Dichloropropene	0.50 ug/L		25 - 175	58	10 - 200	58	
Dibromochloromethane	0.50 ug/L		70 - 135	50	53 - 149	50	
Dichloromethane	0.50 ug/L		60 - 140	28	10 - 200	28	
Ethylbenzene	0.50 ug/L		60 - 140	63	37 - 162	63	
m,p-Xylenes	0.50 ug/L		60 - 140	30	60 - 140	30	
Methyl-t-butyl ether	0.50 ug/L		60 - 140	30	60 - 140	30	
o-Xylene	0.50 ug/L		60 - 140	30	60 - 140	30	
p-Isopropyltoluene	5.0 ug/L		60 - 140	30	60 - 140	30	
Styrene	5.0 ug/L		60 - 140	30	60 - 140	30	

All quotations are strictly confidential

Donna Ferguson, PhD
Monterey CHD
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Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	Blank Spike/LCS %R	Blank Spike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Volatile Organics							
Volatile Organics by GC-MS in Water (EPA 624.1)							
Tetrachloroethene (PCE)	0.50 ug/L		70 - 130	39	64 - 148	39	
Toluene	0.50 ug/L		70 - 130	41	47 - 150	41	
trans-1,2-Dichloroethene	0.50 ug/L		70 - 130	45	54 - 156	45	
trans-1,3-Dichloropropene	0.50 ug/L		50 - 150	86	17 - 183	86	
Trichloroethene (TCE)	0.50 ug/L		65 - 135	48	70 - 157	48	
Trichlorofluoromethane	0.50 ug/L		50 - 150	84	17 - 181	84	
Vinyl Chloride	0.50 ug/L		10 - 195	66	10 - 200	66	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20
Volatile Organics							
TPH-Gasoline by GC-MS in Solid (EPA 8260D)							
Gasoline Range Organics (C6-10)	1000 ug/kg		50 - 150	30	50 - 150	30	
surr: 1,2-Dichloroethane-d4		50 - 150					30

FY 22-25	$	600,000.00
FY 25-28	$	600,000.00
Not to Exceed Amount	**$**	**1,200,000.00**

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, 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.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-PHFISCAL@countyofmonterey.gov

County of Monterey Health Department
Public Health Lab - Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831) 755-4636
fergusond@countyofmonterey.gov

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Invoices should be submitted on a monthly basis.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or

cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Elsa Jimenez, Director of Health

Administration
Behavioral Health
Clinic Services
Emergency Medical Services
Environmental Health/Animal Services
Public Health
Public Administrator/Public Guardian

Nationally Accredited for Providing Quality Health Services

Sent Via E-Mail: jlafave@bskassociates.com

September 7, 2022

BSK Associates
Jaime LaFave
1414 Stanislaus Street
Fresno CA 93706

Re: FY 22-25, BSK Associates, $600,000
Environmental Laboratory testing and analysis services.

Dear Jaime,

Enclosed is the executed Agreement between the County of Monterey and BSK Associates.

Thank you for your patience throughout the process. If you have any questions, please do not hesitate to contact me at (831)682-5902 or PHContracts@co.monterey.ca.us.

Sincerely,

Patricia Velarde

Patricia Velarde, Management Analyst
Public Health Bureau-Administration

Enclosure:
Executed Agreement

cc: MCHD Fiscal and MCHD PH Lab

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

BSK Associates,

(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: Environmental Laboratory testing and analysis services as shown in the Analytical Services Quotation attached.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ 600,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from September 1, 2022 **to** August 31, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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5.0 PERFORMANCE STANDARDS:

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

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

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

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

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

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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:

DS
Contractor
DS
County

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the ~~sole~~ negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit 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

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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

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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

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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.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health Bureau	Jaime LaFave
Name and Title	Name and Title
County of Monterey Health Department 1270 Natividad Road, Salinas, CA 93906	1414 Stanislaus Street Fresno CA 93706
Address	Address
831-755-4585	(916)853-9293 x145
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.

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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

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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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: _____
Department Head (if applicable)

Date: 9/7/2022 | 2:00 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Stacy Saetta _____
County Counsel

Date: 7/20/2022 | 3:02 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney _____
Auditor/Controller

Date: 7/20/2022 | 3:20 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: DocuSigned by: Danielle Mancuso _____
Risk Management

Date: 7/21/2022 | 10:11 AM PDT

CONTRACTOR

BSK Assocates
Contractor/Business Name *

By: DocuSigned by: Renea Rangell _____
(Signature of Chair, President, or Vice-President)

Renea Rangell, CEO
Name and Title

Date: 7/7/2022 | 3:30 PM PDT

By: DocuSigned by: Sandy Hakala _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Sandy Hakala, CFO
Name and Title

Date: 7/7/2022 | 5:34 PM CDT

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.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT-A

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
BSK Associates, 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:

CONTRACTOR shall provide services and staff, for Environmental Laboratory testing and analysis services as shown in the Analytical Service Quotation, which includes the Fee Schedule attached. Analysis shall be performed according to the methods approved by the Environmental Protection Agency or California State Department of Health for the specific matrix.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $600,000.00 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: **Contractor's attachment of Analytical Service Quotation, which includes the Fee Schedule.**

There shall be no travel reimbursement allowed during this Agreement.

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.

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.

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No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

Monterey County Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-PHFISCAL@co.monterey.ca.us

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

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BSK ASSOCIATES®

Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD
Monterey CHD
1270 Natividad Rd. Rm A15
Salinas, CA 93906

Printed: 06/29/2022
Effective: 08/01/2022
Expires: 08/01/2025

Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water					
1,2,3-Trichloropropane by GC-MS SIM	SRL 524M-TCP	1	10	$95.00	$95.00
Also report Combined Radium-226/228.	[See Details]	1	20	$250.00	$250.00
Aluminum (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Ammonia by Continuous Flow	EPA 350.1	1	10	$40.50	$40.50
Ammonium (NH4, PH/NH3)	[See Details]	1	10	$54.00	$54.00
Antimony (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Arsenic (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Arsenic Speciation	Subcontract	1	10	$200.00	$200.00
Asbestos, Drinking Water	! Method (EPA 600/R-94	1	10	$195.00	$195.00
Barium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Beryllium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Biochemical Oxygen Demand (BOD)	SM 5210B	1	10	$32.00	$32.00
Biochemical Oxygen Demand (BOD, Dissolved)	SM 5210B	1	10	$35.00	$35.00
Biochemical Oxygen Demand (cBOD, Carbonaceous)	SM 5210B	1	10	$40.00	$40.00
Boron (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Bromate by Ion Chromatography	EPA 317.0	1	10	$54.00	$54.00
Cadmium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Calcium (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Caltox Semi-Volatile Organics by GC-MS	EPA 625.1	1	10	$230.00	$230.00
Caltox Volatiles by EPA 624.1	[See Details]	1	10	$200.00	$200.00
Carbamates by HPLC	EPA 531.1	1	10	$100.00	$100.00
Chemical Oxygen Demand (COD)	SM 5220D	1	10	$36.00	$36.00
Chlorate by Ion Chromatography	EPA 300.1	1	10	$25.00	$25.00
Chlorinated Acid Herbicides by GC-ECD	EPA 515.4	1	10	$92.00	$92.00
Chlorite by Ion Chromatography	EPA 300.1	1	10	$25.00	$25.00
Chromium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Copper (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Cryptosporidium, Giardia	Subcontract	1	10	$575.00	$575.00
Cyanide by Colorimetry	SM 4500-CN E	1	10	$32.00	$32.00
Dioxin, 2,3,7,8-TCDD	Subcontract	1	10	$350.00	$350.00
Dioxin, EPA 1613 PCDD/PCDF Congeners	Subcontract	1	15	$600.00	$600.00
Diquat by HPLC	EPA 549.2	1	10	$120.00	$120.00
Dissolved Oxygen (DO) by Winkler Titration	SM 4500-O C	1	10	$26.00	$26.00

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Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water					
DO NOT USE - LOG THE PACKAGE	SM 8010F	1	10	$39.00	$39.00
EDB and DBCP by GC-ECD	EPA 504.1	1	10	$55.00	$55.00
Endothall by GC-MS	EPA 548.1	1	10	$107.00	$107.00
EPA 537.1 Field Blank Extraction	EPA 537.1	1	10	$125.00	$125.00
General Mineral Analysis Package	[See Details]	1	10	$110.00	$110.00
Geotracker EDD - BSK Projects	None	1	10	$85.00	$85.00
Glyphosate by HPLC	EPA 547	1	10	$100.00	$100.00
Gross Alpha	Subcontract	1	10	$52.00	$52.00
Haloacetic Acids by GC-ECD, GCMS	[See Details]	1	10	$120.00	$120.00
Hexavalent Chromium by Ion Chromatography	EPA 218.7	1	10	$70.00	$70.00
Hexavalent Chromium by Ion Chromatography	EPA 218.6	1	10	$70.00	$70.00
Inorganics Analysis Package	[See Details]	1	10	$120.00	$120.00
Iron (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Lead (Dissolved) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Lead (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Lead, Copper Rule Analysis Package	[See Details]	1	10	$28.00	$28.00
Magnesium (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Manganese (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Mercury (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Mercury, wastewater by CVAA	EPA 245.7	1	10	$22.00	$22.00
MTBE by GC-MS	EPA 524.2	1	10	$50.00	$50.00
Nickel (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Nitrogen , Total Kjeldahl (TKN)	EPA 351.2	1	10	$35.00	$35.00
Nitrogen , Total Kjeldahl (TKN, Dissolved)	EPA 351.2	1	10	$40.00	$40.00
Nitrogen/Phosphorous Pesticides by GC-MS	EPA 525.3	1	10	$125.00	$125.00
Oil and Grease (1664B)	EPA 1664B	1	10	$60.00	$60.00
Oil and Grease, Total and Hydrocarbon (1664)	[See Details]	1	10	$65.00	$65.00
Organic Carbon, Total (TOC)	SM 5310C	1	10	$36.00	$36.00
Organochlorine Pesticides and PCBs by GC-ECD	EPA 608.3	1	10	$150.00	$150.00
Organohalide Pesticides and PCBs by GC-ECD	EPA 505	1	10	$92.00	$92.00
Perchlorate by Ion Chromatography (CLO4/EC)	[See Details]	1	10	$47.00	$47.00
Perfluorinated Compounds by LC-MS/MS	DoD QSM v5.1	1	10	$275.00	$275.00
Perfluorinated Compounds by LC-MS/MS	EPA 537.1	1	10	$250.00	$250.00

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Salinas, CA 93906

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Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water					
PFAS DOD List	DoD QSM v5.1	1	10	$295.00	$295.00
Potassium (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Radium 226-DW	EPA 9315	1	10	$125.00	$125.00
Radium 228-DW	EPA 9320	1	10	$125.00	$125.00
Selenium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Semi-Volatile Organics by GC-MS	EPA 525.3	1	10	$140.00	$140.00
Semi-Volatile Organics by GC-MS	EPA 525.3	1	10	$100.00	$100.00
Silica (Dissolved) by ICP	EPA 200.7	1	10	$13.50	$13.50
Silica (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Silver (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Sodium (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Solids, Total Fixed Dissolved (TFDS/TDS)	[See Details]	1	10	$28.00	$28.00
Sulfide	Subcontract	1	10	$55.00	$55.00
Surfactants (MBAS)	SM 5540C	1	10	$45.00	$45.00
Thallium (Total) by ICP-MS	EPA 200.8	1	10	$13.50	$13.50
Title 22 (CA SDWA) Metals	[See Details]	1	10	$150.00	$150.00
TPH-Gasoline by GC-MS	EPA 8260B	1	10	$63.00	$63.00
Trihalomethanes by GC-MS	[See Details]	1	10	$63.00	$63.00
Tritium	Subcontract	1	10	$125.00	$125.00
Uranium, Radiological by ICP-MS/Calculation	[See Details]	1	10	$40.00	$40.00
Vanadium (Total) by ICP-MS	EPA 200.8	1	10	$13.00	$13.00
Volatile Organics (SDWA Regulated) by GC-MS	[See Details]	1	10	$85.00	$85.00
Volatile Organics by GC-MS	[See Details]	1	10	$83.00	$83.00
Zinc (Total) by ICP	EPA 200.7	1	10	$13.50	$13.50
Solid					
Oil & Grease in solids by EPA 9071	Subcontract	1	10	$80.00	$80.00
Additional Items					
Cations- Ca, Mg, Na, K, Fe	Standard	1		$55.00	$55.00
Certification, Material and Disposal Inflation Fee	Standard	1		$3.00	$3.00
Geotracker-WW PFAS	Standard	1		$30.00	$30.00
				Bid Total:	$7,775.00

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Quotation Prepared by...

Jaime Lee LaFave
Project Manager

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Package Analysis Details

Ammonium (NH4, PH/NH3) consists of:

Ammonia by Continuous Flow (EPA 350.1)
DO NOT USE - LOG THE PACKAGE (SM 8010F)
pH (SM 4500-H+ B)

Volatile Organics by GC-MS consists of:

Volatile Organics by GC-MS (EPA 524.2)

Volatile Organics (SDWA Regulated) by GC-MS consists of:

Volatile Organics (SDWA Regulated) by GC-MS (EPA 524.2)

Trihalomethanes by GC-MS consists of:

Trihalomethanes by GC-MS (EPA 524.2)

Haloacetic Acids by GC-MS consists of:

Haloacetic Acids by GC-MS (EPA 552.3)

Caltox Volatiles by EPA 624.1 consists of:

2-CEVE by EPA 624.1 (EPA 624.1)
Acrolein and Acrylonitrile by EPA 624 (EPA 624.1)
Volatile Organics by GC-MS (Caltox) (EPA 624.1)

Also report Combined Radium-226/228. consists of:

DO NOT USE, LOG THE PACKAGE (Subcontract)
Radium 226-DW (EPA 9315)
Radium 228-DW (EPA 9320)

General Mineral Analysis Package consists of:

Aggressive Index (Reqs PH/Alk/Ca) LOG THE PACKAGE! (-)
Alkalinity (CaCO3, HCO3/CO3/OH) by Titration (SM 2320B)
Calcium (Total) by ICP (EPA 200.7)
Chloride by Ion Chromatography (EPA 300.0)
Copper (Total) by ICP (EPA 200.7)
Electrical Conductivity (EC) (SM 2510B)
Iron (Total) by ICP (EPA 200.7)
Langlier Index (LI, pH/Alkalinity/TDS/Ca) by Calc. (SM 2330B)
Magnesium (Total) by ICP (EPA 200.7)
Manganese (Total) by ICP (EPA 200.7)
pH (SM 4500-H+ B)
Potassium (Total) by ICP (EPA 200.7)
Silver (Total) by ICP (EPA 200.7)
Sodium (Total) by ICP (EPA 200.7)
Solids, Total Dissolved (TDS) (SM 2540C)
Sulfate by Ion Chromatography (EPA 300.0)

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General Mineral Analysis Package consists of:

Surfactants (MBAS) (SM 5540C)
Zinc (Total) by ICP (EPA 200.7)

Inorganics Analysis Package consists of:

Aluminum (Total) by ICP (EPA 200.7)
Antimony (Total) by ICP-MS (EPA 200.8)
Arsenic (Total) by ICP-MS (EPA 200.8)
Barium (Total) by ICP (EPA 200.7)
Beryllium (Total) by ICP-MS (EPA 200.8)
Cadmium (Total) by ICP-MS (EPA 200.8)
Chromium (Total) by ICP-MS (EPA 200.8)
Cyanide by Colorimetry (SM 4500-CN E)
Fluoride by Ion Chromatography (EPA 300.0)
Lead (Total) by ICP-MS (EPA 200.8)
Mercury (Total) by ICP-MS (EPA 200.8)
Nickel (Total) by ICP-MS (EPA 200.8)
Nitrate (N) and Nitrite (N) by Ion Chromatography (EPA 300.0)
Nitrate (N) by Ion Chromatography (EPA 300.0)
Nitrite (NO2) by Ion Chromatography (EPA 300.0)
Selenium (Total) by ICP-MS (EPA 200.8)
Thallium (Total) by ICP-MS (EPA 200.8)

Lead, Copper Rule Analysis Package consists of:

Copper (Total) by ICP-MS (EPA 200.8)
Lead (Total) by ICP-MS (EPA 200.8)

Oil and Grease, Total and Hydrocarbon (1664B) consists of:

Hydrocarbon Oil and Grease (1664B) (EPA 1664B (SGT))
Oil and Grease (1664B) (EPA 1664B)

Perchlorate by Ion Chromatography (CLO4/EC) consists of:

Electrical Conductivity (EC) (SM 2510B)
Perchlorate by Ion Chromatography (EPA 314.0)

Solids, Total Fixed Dissolved (TFDS/TDS) consists of:

Solids, Total Dissolved (TDS) (SM 2540C)
Solids, Total Fixed Dissolved (TFDS) (SM 2540E)

Title 22 (CA SDWA) Metals consists of:

Aluminum (Total) by ICP (EPA 200.7)
Antimony (Total) by ICP-MS (EPA 200.8)
Arsenic (Total) by ICP-MS (EPA 200.8)
Barium (Total) by ICP (EPA 200.7)
Beryllium (Total) by ICP-MS (EPA 200.8)
Cadmium (Total) by ICP-MS (EPA 200.8)
Calcium (Total) by ICP (EPA 200.7)

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Title 22 (CA SDWA) Metals consists of:

Chromium (Total) by ICP-MS (EPA 200.8)
Copper (Total) by ICP-MS (EPA 200.8)
Iron (Total) by ICP (EPA 200.7)
Lead (Total) by ICP-MS (EPA 200.8)
Magnesium (Total) by ICP (EPA 200.7)
Manganese (Total) by ICP (EPA 200.7)
Mercury (Total) by ICP-MS (EPA 200.8)
Nickel (Total) by ICP-MS (EPA 200.8)
Potassium (Total) by ICP (EPA 200.7)
Selenium (Total) by ICP-MS (EPA 200.8)
Silver (Total) by ICP-MS (EPA 200.8)
Sodium (Total) by ICP (EPA 200.7)
Thallium (Total) by ICP-MS (EPA 200.8)
Zinc (Total) by ICP-MS (EPA 200.8)

Uranium, Radiological by ICP-MS/Calculation consists of:

Uranium (Total) by ICP-MS (EPA 200.8)

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Sample Collection / Hold Time Info

General Chemistry

Matrix	*Container*	*Preservation*	*Amount Required*	*Hold Time*
Alkalinity (CaCO3, HCO3/CO3/OH) by Titration (SM 2320B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*100mL*	*14 days*
Ammonia by Continuous Flow (EPA 350.1)				
Water	*250mL P / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Biochemical Oxygen Demand (BOD) (SM 5210B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*600mL*	*2 days*
Biochemical Oxygen Demand (BOD, Dissolved) (SM 5210B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*600mL*	*2 days*
Biochemical Oxygen Demand (cBOD, Carbonaceous) (SM 5210B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*200mL*	*2 days*
Bromate by Ion Chromatography (EPA 317.0)				
Water	*250mL P / EDA*	*Refrigerate*	*250mL*	*28 days*
Chemical Oxygen Demand (COD) (SM 5220D)				
Water	*250mL AG / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Chlorate by Ion Chromatography (EPA 300.1)				
Water	*250mL P / EDA*	*Refrigerate*	*250mL*	*28 days*
Chloride by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*200 mL*	*28 days*
Chlorite by Ion Chromatography (EPA 300.1)				
Water	*250mL P / EDA*	*Refrigerate*	*250mL*	*14 days*
Cyanide by Colorimetry (SM 4500-CN E)				
Water	*250mL P / NaOH*	*Add NaOH to pH>12; Refrigerate*	*250mL*	*14 days*
Dissolved Oxygen (DO) by Winkler Titration (SM 4500-O C)				
Water	*300mL CG DO Bottle*	*Refrigerate*	*300mL*	*0.333 days*
DO NOT USE - LOG THE PACKAGE (SM 8010F)				
Water	*250mL P / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Electrical Conductivity (EC) (SM 2510B)				
Water	*1L P / None*	*No preservative; Refrigerate*	*75mL*	*28 days*

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General Chemistry

Matrix	Container	Preservation	Amount Required	Hold Time
Fluoride by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*200mL*	*28 days*
Hexavalent Chromium by Ion Chromatography (EPA 218.6)				
Water	*250mL P / NH4OH(NH4)2SO4_WW*	*Refrigerate*	*250mL*	*28 days*
Hexavalent Chromium by Ion Chromatography (EPA 218.7)				
Water	*250mL P / NH4OH(NH4)2SO4_DW*	*Refrigerate*	*250mL*	*14 days*
Nitrate (N) and Nitrite (N) by Ion Chromatography (EPA 300.0)				
Water	*NA*	*No preservative; Refrigerate*	*250mL*	*2 days*
Nitrate (N) by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*250mL*	*2 days*
Nitrite (NO2) by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*250mL*	*2 days*
Nitrogen , Total Kjeldahl (TKN) (EPA 351.2)				
Water	*250mL P / H2SO4*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Nitrogen , Total Kjeldahl (TKN, Dissolved) (EPA 351.2)				
Water	*250mL P / None*	*Add H2SO4 to pH<2; Refrigerate*	*250mL*	*28 days*
Organic Carbon, Total (TOC) (SM 5310C)				
Water	*40mL VOA / H3PO4*	*Add H3PO4 to pH <2; Refrigerate*	*40mL*	*28 days*
Perchlorate by Ion Chromatography (EPA 314.0)				
Water	*250mL P / None*	*No preservative; Store ambient*	*200mL*	*28 days*
pH (SM 4500-H+ B)				
Water	*1L P / None*	*Refrigerate*	*100mL*	*3 days*
Solids, Total Dissolved (TDS) (SM 2540C)				
Water	*1L P / None*	*No preservative; Refrigerate*	*1000mL*	*7 days*
Solids, Total Fixed Dissolved (TFDS) (SM 2540E)				
Water	*500mL P / None*	*None*	*500 mL*	*7 days*

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General Chemistry

Matrix	Container	Preservation	Amount Required	Hold Time
Sulfate by Ion Chromatography (EPA 300.0)				
Water	*250mL P / None*	*No preservative; Refrigerate*	*250mL*	*28 days*
Surfactants (MBAS) (SM 5540C)				
Water	*1L P / None*	*No preservative; Refrigerate*	*300mL*	*2 days*

Metals

Matrix	Container	Preservation	Amount Required	Hold Time
Aluminum (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Antimony (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Arsenic (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Barium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Barium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Beryllium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Boron (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Cadmium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Calcium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Chromium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*

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Metals

Matrix	Container	Preservation	Amount Required	Hold Time
Copper (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Copper (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Iron (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Lead (Dissolved) by ICP-MS (EPA 200.8)				
Water	*500mL P / None*	*No preservative; Refrigerate*	*500mL*	*180 days*
Lead (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Magnesium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Manganese (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Mercury (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*28 days*
Mercury, wastewater by CVAA (EPA 245.7)				
Water	*250mL Polyethylene / HCl*	*5 mL/L 12N HCL*	*250mL*	*28 days*
Nickel (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Potassium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Selenium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Silica (Dissolved) by ICP (EPA 200.7)				
Water	*500mL P / None*	*No preservative; Refrigerate*	*500mL*	*28 days*
Silica (Total) by ICP (EPA 200.7)				
Water	*500mL P / None*	*No preservative; Refrigerate*	*500mL*	*28 days*

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Metals

Matrix	Container	Preservation	Amount Required	Hold Time
Silver (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Silver (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Sodium (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Thallium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Uranium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Vanadium (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Zinc (Total) by ICP (EPA 200.7)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*
Zinc (Total) by ICP-MS (EPA 200.8)				
Water	*500mL P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*500mL*	*180 days*

Miscellaneous

Matrix	Container	Preservation	Amount Required	Hold Time
Asbestos, Drinking Water (100.2 Method (EPA 600/R-94/134))				
Water	*1L P / None w/Foil*	*Refrigerate*	*1000mL*	*2 days*
DO NOT USE, LOG THE PACKAGE (Subcontract)				
Water	*1L P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*1000mL*	*180 days*
PFAS DOD List (DoD QSM v5.1)				
Water	*250mL P / None*	*Refrigerate*	*250mL*	*14 days*
Radium 226-DW (EPA 9315)				
Water	*1L P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*1000mL*	*180 days*

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Miscellaneous

Matrix	Container	Preservation	Amount Required	Hold Time
Radium 228-DW (EPA 9320)				
Water	*1L P / HNO3*	*Add HNO3 to pH<2; Store ambient*	*1000mL*	*180 days*
Sulfide (Subcontract)				
Water	*250mL P / ZnAc*	*No preservative; Refrigerate*	*250mL*	*7 days*

Semi-volatile Organics

Matrix	Container	Preservation	Amount Required	Hold Time
Caltox Semi-Volatile Organics by GC-MS (EPA 625.1)				
Water	*1L AG / None*	*Refrigerate*	*1000mL*	*7 days*
Carbamates by HPLC (EPA 531.1)				
Water	*40mL VOA / MCAA + Na2S2O3*	*Dechlorinate; Refrigerate*	*250mL*	*28 days*
Chlorinated Acid Herbicides by GC-ECD (EPA 515.4)				
Water	*250mL AG / Na2SO3*	*Sodium Sulfite 12.5g/250ml, Refrigerate*	*250*	*14 days*
Diquat by HPLC (EPA 549.2)				
Water	*1L AP / Na2S2O3*	*Dechlorinate; Refrigerate*	*1000mL*	*7 days*
EDB and DBCP by GC-ECD (EPA 504.1)				
Water	*40mL VOA / Na2S203*	*Sodium thiosulfate; Refrigerate*	*40mL*	*14 days*
Endothall by GC-MS (EPA 548.1)				
Water	*250mL AG / Na2S2O3*	*Dechlorinate; Refrigerate*	*250mL*	*7 days*
Glyphosate by HPLC (EPA 547)				
Water	*40mL VOA / Na2S203*	*Sodium thiosulfate; Refrigerate*	*40mL*	*14 days*
Haloacetic Acids by GC-MS (EPA 552.3)				
Water	*250mL AG / NH4CL*	*Dechlorinate; Refrigerate*	*250mL*	*14 days*
Hydrocarbon Oil and Grease (1664B) (EPA 1664B (SGT))				
Water	*1L AG / HCl*	*Add HCl to pH<2; refrigerate*	*1000mL*	*28 days*
Nitrogen/Phosphorous Pesticides by GC-MS (EPA 525.3)				
Water	*1L AG / Ascorbic,EDTA,KH2Ct*	*acsorbic acid, EDTA, Pot diHydrogen Citrate, Refrigerate*	*1000mL*	*14 days*

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Semi-volatile Organics

Matrix	Container	Preservation	Amount Required	Hold Time
Oil and Grease (1664B) (EPA 1664B)				
Water	*1L AG / HCl*	*Add HCl to pH<2; refrigerate*	*1000mL*	*28 days*
Organochlorine Pesticides and PCBs by GC-ECD (EPA 608.3)				
Water	*1L AG / None*	*No preservative; Refrigerate*	*1000mL*	*7 days*
Organohalide Pesticides and PCBs by GC-ECD (EPA 505)				
Water	*40mL VOA / Na2S203*	*Sodium thiosulfate; Refrigerate*	*40*	*7 days*
Perfluorinated Compounds by LC-MS/MS (DoD QSM v5.1)				
Water	*250mL P / None*	*Refrigerate*	*750mL*	*14 days*
Perfluorinated Compounds by LC-MS/MS (EPA 537.1)				
Water	*250mL P / Trizma*	*Refrigerate*	*500mL*	*14 days*
Semi-Volatile Organics by GC-MS (EPA 525.3)				
Water	*1L AG / Ascorbic,EDTA,KH2Ct*	*acsorbic acid, EDTA, Pot diHydrogen Citrate, Refrigerate*	*1000mL*	*14 days*

Volatile Organics

Matrix	Container	Preservation	Amount Required	Hold Time
1,2,3-Trichloropropane by GC-MS SIM (SRL 524M-TCP)				
Water	*40mL AG VOA / HCL*	*Add HCl to pH<2; refrigerate*	*40mL*	*14 days*
2-CEVE by EPA 624.1 (EPA 624.1)				
Water	*40mL VOA / None*	*No preservative; Refrigerate*	*40mL*	*14 days*
Acrolein and Acrylonitrile by EPA 624 (EPA 624.1)				
Water	*40mL VOA / PH4-5 Buffer*	*Refrigerate*	*40mL*	*14 days*
MTBE by GC-MS (EPA 524.2)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*
TPH-Gasoline by GC-MS (EPA 8260B)				
Water	*40mL VOA / HCL*	*Add HCl to pH<2; refrigerate*	*40mL*	*14 days*
Trihalomethanes by GC-MS (EPA 524.2)				
Water	*40mL VOA AG / Na2S203*	*Dechlorinate; Refrigerate*	*40mL*	*14 days*

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Volatile Organics

Matrix	*Container*	*Preservation*	*Amount Required*	*Hold Time*
Volatile Organics (SDWA Regulated) by GC-MS (EPA 524.2)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*
Volatile Organics by GC-MS (Caltox) (EPA 624.1)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*
Volatile Organics by GC-MS (EPA 524.2)				
Water	*40mL VOA / HCL*	*Dechlorinate; add HCl to pH<2; Refrigerate*	*40mL*	*14 days*

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Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
General Chemistry							
Aggressive Index (Reqs PH/Alk/Ca) LOG THE PACKAGE! in Water (-)							
Aggressive Index	0.0 AGGR						
Alkalinity (CaCO3, HCO3/CO3/OH) by Titration in Water (SM 2320B)							
Alkalinity as CaCO3	3.0 mg/L		80 - 120	20			10
Bicarbonate as CaCO3	3.0 mg/L						10
Carbonate as CaCO3	3.0 mg/L						10
Hydroxide as CaCO3	3.0 mg/L						10
Ammonia by Continuous Flow in Water (EPA 350.1)							
Ammonia as N	0.10 mg/L		90 - 110	20	90 - 110	20	
Biochemical Oxygen Demand (BOD) in Water (SM 5210B)							
Biochemical Oxygen Demand	1.0 mg/L		85 - 115	20			10
Biochemical Oxygen Demand (BOD, Dissolved) in Water (SM 5210B)							
Biochemical Oxygen Demand	1.0 mg/L		85 - 115	20			10
Biochemical Oxygen Demand (cBOD, Carbonaceous) in Water (SM 5210B)							
Carbonaceous BOD	1.0 mg/L		85 - 115	20			10
Bromate by Ion Chromatography in Water (EPA 317.0)							
Bromate	1.0 ug/L		85 - 115	10	75 - 125	10	
Chemical Oxygen Demand (COD) in Water (SM 5220D)							
Chemical Oxygen Demand	15 mg/L		80 - 120	20	80 - 120	20	
Chlorate by Ion Chromatography in Water (EPA 300.1)							
Chlorate	5.0 ug/L		85 - 115	10	75 - 125	10	
surr: Dichloroacetate		90 - 115					
Chloride by Ion Chromatography in Water (EPA 300.0)							
Chloride	1.0 mg/L		90 - 110	20	80 - 120	20	
Chlorite by Ion Chromatography in Water (EPA 300.1)							
Chlorite	0.0050 mg/L		85 - 115	10	75 - 125	10	
surr: Dichloroacetate		90 - 115					
Cyanide by Colorimetry in Water (SM 4500-CN E)							
Cyanide (total)	5.0 ug/L		80 - 120	20	80 - 120	20	

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
General Chemistry							
Dissolved Oxygen (DO) by Winkler Titration in Water (SM 4500-O C)							
Dissolved Oxygen	0.10 mg/L						
DO NOT USE - LOG THE PACKAGE in Water (SM 8010F)							
Ammonia as N, unionized (NH3)	0.10 mg/L						
Ammonium (NH4) as N	0.10 mg/L						
Electrical Conductivity (EC) in Water (SM 2510B)							
Conductivity @ 25C	1.0 umhos/cm		90 - 110	5			5
Fluoride by Ion Chromatography in Water (EPA 300.0)							
Fluoride	0.10 mg/L		90 - 110	10	80 - 120	10	
Hexavalent Chromium by Ion Chromatography in Water (EPA 218.6)							
Hexavalent Chromium	0.050 ug/L		90 - 110	10	90 - 110	10	
Hexavalent Chromium by Ion Chromatography in Water (EPA 218.7)							
Hexavalent Chromium	0.050 ug/L		50 - 150	50	85 - 115	15	
Langlier Index (LI, pH/Alkalinity/TDS/Ca) by Calc. in Water (SM 2330B)							
Langelier Index	-10 LANG						
Nitrate (N) and Nitrite (N) by Ion Chromatography in Water (EPA 300.0)							
Nitrate + Nitrite as N	0.23 mg/L						
Nitrate (N) by Ion Chromatography in Water (EPA 300.0)							
Nitrate as N	0.23 mg/L		90 - 110	20	80 - 120	20	
Nitrite (NO2) by Ion Chromatography in Water (EPA 300.0)							
Nitrite as N	0.050 mg/L		90 - 110	20	75 - 125	20	
Nitrogen , Total Kjeldahl (TKN) in Water (EPA 351.2)							
Total Kjeldahl Nitrogen	1.0 mg/L		90 - 110	10	90 - 110	10	
Nitrogen , Total Kjeldahl (TKN, Dissolved) in Water (EPA 351.2)							
Total Kjeldahl Nitrogen	1.0 mg/L		90 - 110	10	90 - 110	10	
Organic Carbon, Total (TOC) in Water (SM 5310C)							
Total Organic Carbon	0.20 mg/L		80 - 120	20	80 - 120	20	

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
General Chemistry							
Perchlorate by Ion Chromatography in Water (EPA 314.0)							
Perchlorate	2.0 ug/L		85 - 115	15	80 - 120	15	
pH in Water (SM 4500-H+ B)							
pH (1)	0.00 pH Units						
pH Temperature in °C	0.00 pH Units						
Solids, Total Dissolved (TDS) in Water (SM 2540C)							
Total Dissolved Solids	5.0 mg/L		70 - 130				10
Solids, Total Fixed Dissolved (TFDS) in Water (SM 2540E)							
Total Fixed Dissolved Solids	5.0 mg/L						10
Sulfate by Ion Chromatography in Water (EPA 300.0)							
Sulfate as SO4	1.0 mg/L		90 - 110	20	80 - 120	20	
Surfactants (MBAS) in Water (SM 5540C)							
MBAS, Calculated as LAS, mol wt 340	0.050 mg/L		82 - 112	20	80 - 112	20	
Metals							
Aluminum (Total) by ICP in Water (EPA 200.7)							
Aluminum	50 ug/L		85 - 115	20	70 - 130	20	
Antimony (Total) by ICP-MS in Water (EPA 200.8)							
Antimony	2.0 ug/L		85 - 115	20	70 - 130	20	
Arsenic (Total) by ICP-MS in Water (EPA 200.8)							
Arsenic	2.0 ug/L		85 - 115	20	70 - 130	20	
Barium (Total) by ICP in Water (EPA 200.7)							
Barium	50 ug/L		85 - 115	20	70 - 130	20	
Barium (Total) by ICP-MS in Water (EPA 200.8)							
Barium	5.0 ug/L		85 - 115	20	70 - 130	20	
Beryllium (Total) by ICP-MS in Water (EPA 200.8)							
Beryllium	1.0 ug/L		85 - 115	20	70 - 130	20	

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Metals							
Boron (Total) by ICP in Water (EPA 200.7)							
Boron	100 ug/L		85 - 115	20	70 - 130	20	
Cadmium (Total) by ICP-MS in Water (EPA 200.8)							
Cadmium	1.0 ug/L		85 - 115	20	70 - 130	20	
Calcium (Total) by ICP in Water (EPA 200.7)							
Calcium	0.10 mg/L		85 - 115	20	70 - 130	20	
Chromium (Total) by ICP-MS in Water (EPA 200.8)							
Chromium	10 ug/L		85 - 115	20	70 - 130	20	
Copper (Total) by ICP in Water (EPA 200.7)							
Copper	50 ug/L		85 - 115	20	70 - 130	20	
Copper (Total) by ICP-MS in Water (EPA 200.8)							
Copper	5.0 ug/L		85 - 115	20	70 - 130	20	
Copper	50 ug/L		85 - 115	20	70 - 130	20	
Iron (Total) by ICP in Water (EPA 200.7)							
Iron	30 ug/L		85 - 115	20	70 - 130	20	
Lead (Dissolved) by ICP-MS in Water (EPA 200.8)							
Lead	1.0 ug/L		85 - 115	20	70 - 130	20	
Lead (Total) by ICP-MS in Water (EPA 200.8)							
Lead	1.0 ug/L		85 - 115	20	70 - 130	20	
Lead	5.0 ug/L		85 - 115	20	70 - 130	20	
Magnesium (Total) by ICP in Water (EPA 200.7)							
Magnesium	0.10 mg/L		85 - 115	20	70 - 130	20	
Manganese (Total) by ICP in Water (EPA 200.7)							
Manganese	10 ug/L		85 - 115	20	70 - 130	20	
Mercury (Total) by ICP-MS in Water (EPA 200.8)							
Mercury	0.20 ug/L		85 - 115	20	70 - 130	20	
Mercury, wastewater by CVAA in Water (EPA 245.7)							
Mercury	0.20 ug/L		76 - 113		63 - 111	18	

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Metals							
Nickel (Total) by ICP-MS in Water (EPA 200.8)							
Nickel	10 ug/L		85 - 115	20	70 - 130	20	
Potassium (Total) by ICP in Water (EPA 200.7)							
Potassium	2.0 mg/L		85 - 115	20	70 - 130	20	
Selenium (Total) by ICP-MS in Water (EPA 200.8)							
Selenium	2.0 ug/L		85 - 115	20	70 - 130	20	
Silica (Dissolved) by ICP in Water (EPA 200.7)							
Silica (SiO2)	0.20 mg/L		85 - 115	20	70 - 130	20	
Silica (Total) by ICP in Water (EPA 200.7)							
Silica (SiO2)	0.20 mg/L		85 - 115	20	70 - 130	20	
Silver (Total) by ICP in Water (EPA 200.7)							
Silver	10 ug/L		85 - 115	20	70 - 130	20	
Silver (Total) by ICP-MS in Water (EPA 200.8)							
Silver	10 ug/L		75 - 125	20	70 - 130	20	
Sodium (Total) by ICP in Water (EPA 200.7)							
Sodium	1.0 mg/L		85 - 115	20	70 - 130	20	
Thallium (Total) by ICP-MS in Water (EPA 200.8)							
Thallium	1.0 ug/L		85 - 115	20	70 - 130	20	
Uranium (Total) by ICP-MS in Water (EPA 200.8)							
Uranium	1.0 ug/L		85 - 115	20	70 - 130	20	
Vanadium (Total) by ICP-MS in Water (EPA 200.8)							
Vanadium	3.0 ug/L		85 - 115	20	70 - 130	20	
Zinc (Total) by ICP in Water (EPA 200.7)							
Zinc	50 ug/L		85 - 115	20	70 - 130	20	
Zinc (Total) by ICP-MS in Water (EPA 200.8)							
Zinc	50 ug/L		85 - 115	20	70 - 130	20	

Miscellaneous

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Miscellaneous							
Asbestos, Drinking Water in Water (100.2 Method (EPA 600/R-94/134))							
Asbestos	0.200 MFL						
DO NOT USE, LOG THE PACKAGE in Water (Subcontract)							
Radium-226	pCi/L						
Radium-228	pCi/L						

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Miscellaneous							
PFAS DOD List in Water (DoD QSM v5.1)							
11Cl-PF3OUdS	30000000 ng/L		70 - 130	30	70 - 130	30	30
4:2 FTS	30000000 ng/L		70 - 130	30	70 - 130	30	30
6:2 FTS	30000000 ng/L		70 - 130	30	70 - 130	30	30
8:2 FTS	30000000 ng/L		70 - 130	30	70 - 130	30	30
9Cl-PF3ONS	30000000 ng/L		70 - 130	30	70 - 130	30	30
ADONA	30000000 ng/L		70 - 130	30	70 - 130	30	30
FOSA	30000000 ng/L		70 - 130	30	70 - 130	30	30
HFPO-DA	30000000 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAA	30000000 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAM	30000000 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSE	30000000 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAA	30000000 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAM	30000000 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSE	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFBA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFBS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFDA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFDoA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFDS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHpA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHpS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHxA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHxS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFNA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFOA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFOS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFPeA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFPeS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFTA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFTrDA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFUnA	30000000 ng/L		70 - 130	30	70 - 130	30	30
Radium 226-DW in Water (EPA 9315)							
Radium-226	pCi/L						
Radium 228-DW in Water (EPA 9320)							
Radium-228	pCi/L						

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Miscellaneous							
Sulfide in Water (Subcontract)							
Sulfide	mg/L						
Semi-volatile Organics							

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
Caltox Semi-Volatile Organics by GC-MS in Water (EPA 625.1)							
1,2,4-Trichlorobenzene	1.0 ug/L		44 - 142	30	44 - 142	30	
1,2-Diphenylhydrazine (as Azobenzene)	1.0 ug/L		30 - 130	30	30 - 130	30	
2,2'-oxybis(1-chloropropane)	2.0 ug/L		36 - 166	30	36 - 166	30	
2,4,6-Trichlorophenol	10 ug/L		37 - 144	30	37 - 144	30	
2,4-Dichlorophenol	1.0 ug/L		39 - 135	30	39 - 135	30	
2,4-Dimethylphenol	1.0 ug/L		32 - 120	30	32 - 120	30	
2,4-Dinitrophenol	5.0 ug/L		10 - 191	30	10 - 191	30	
2,4-Dinitrotoluene	5.0 ug/L		39 - 139	30	39 - 139	30	
2,6-Dinitrotoluene	5.0 ug/L		50 - 158	30	50 - 158	30	
2-Chloronaphthalene	10 ug/L		60 - 120	30	60 - 120	30	
2-Chlorophenol	2.0 ug/L		23 - 134	30	23 - 134	30	
2-Nitrophenol	10 ug/L		29 - 182	30	29 - 182	30	
3,3-Dichlorobenzidine	5.0 ug/L		10 - 200	30	10 - 200	30	
4,6-Dinitro-2-methylphenol	5.0 ug/L		10 - 181	30	10 - 181	30	
4-Bromophenyl phenyl ether	5.0 ug/L		53 - 127	30	53 - 127	30	
4-Chloro-3-methylphenol	1.0 ug/L		22 - 147	30	22 - 147	30	
4-Chlorophenyl phenyl ether	5.0 ug/L		25 - 158	30	25 - 158	30	
4-Nitrophenol	5.0 ug/L		10 - 132	30	10 - 132	30	
Acenaphthene	0.50 ug/L		47 - 145	30	47 - 145	30	
Acenaphthylene	0.20 ug/L		33 - 145	30	33 - 145	30	
Anthracene	2.0 ug/L		27 - 133	30	27 - 133	30	
Benzidine	5.0 ug/L		10 - 200	30	10 - 200	30	
Benzo(a)anthracene	5.0 ug/L		33 - 143	30	33 - 143	30	
Benzo(a)pyrene	2.0 ug/L		17 - 163	30	17 - 163	30	
Benzo(b)fluoranthene	10 ug/L		24 - 159	30	24 - 159	30	
Benzo(g,h,i)perylene	0.10 ug/L		10 - 200	30	10 - 200	30	
Benzo(k)fluoranthene	2.0 ug/L		11 - 162	30	11 - 162	30	
Bis(2-chloroethoxy)methane	5.0 ug/L		33 - 184	30	33 - 184	30	
Bis(2-chloroethyl) ether	1.0 ug/L		12 - 158	30	12 - 158	30	
Bis(2-ethylhexyl) phthalate	5.0 ug/L		8 - 158	30	8 - 158	30	
Butyl benzyl phthalate	10 ug/L		10 - 152	30	10 - 152	30	
Chrysene	5.0 ug/L		17 - 168	30	17 - 168	30	
Dibenzo(a,h)anthracene	0.10 ug/L		10 - 200	30	10 - 200	30	
Diethyl phthalate	2.0 ug/L		10 - 120	30	10 - 120	30	
Dimethyl phthalate	2.0 ug/L		10 - 120	30	10 - 120	30	
Di-n-butyl phthalate	10 ug/L		10 - 120	30	10 - 120	30	

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Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
Caltox Semi-Volatile Organics by GC-MS in Water (EPA 625.1)							
Di-n-octyl phthalate	5.0 ug/L		10 - 146	30	10 - 146	30	
Fluoranthene	0.050 ug/L		26 - 137	30	26 - 137	30	
Fluorene	0.10 ug/L		59 - 121	30	59 - 121	30	
Hexachlorobenzene	1.0 ug/L		10 - 152	30	10 - 152	30	
Hexachlorobutadiene	1.0 ug/L		24 - 120	30	24 - 120	30	
Hexachlorocyclopentadiene	5.0 ug/L		10 - 130	30	10 - 130	30	
Hexachloroethane	1.0 ug/L		40 - 120	30	40 - 120	30	
Indeno(1,2,3-cd)pyrene	0.050 ug/L		10 - 171	30	10 - 171	30	
Isophorone	1.0 ug/L		21 - 196	30	21 - 196	30	
Naphthalene	0.20 ug/L		21 - 133	30	21 - 133	30	
Nitrobenzene	1.0 ug/L		35 - 180	30	35 - 180	30	
N-Nitrosodimethylamine (NDMA)	5.0 ug/L		10 - 130	30	10 - 130	30	
N-Nitrosodi-n-propylamine (NDPA)	5.0 ug/L		10 - 200	30	10 - 200	30	
N-Nitrosodiphenylamine (as DPA)	1.0 ug/L		10 - 130	30	10 - 130	30	
Pentachlorophenol	1.0 ug/L		14 - 176	30	14 - 176	30	
Phenanthrene	0.050 ug/L		54 - 120	30	54 - 120	30	
Phenol	1.0 ug/L		10 - 120	30	10 - 120	30	
Pyrene	0.050 ug/L		52 - 120	30	52 - 120	30	
surr: 2,4,6-Tribromophenol		53 - 200					
surr: 2-Fluorobiphenyl		40 - 127					
surr: 2-Fluorophenol		42 - 123					
surr: Nitrobenzene-d5		15 - 200					
surr: Phenol-d6		10 - 200					
surr: p-Terphenyl-d14		50 - 150					
Carbamates by HPLC in Water (EPA 531.1)							
3-Hydroxycarbofuran	3.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb	3.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb Sulfone	2.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb Sulfoxide	3.0 ug/L		80 - 120	20	65 - 135	20	
Carbaryl	5.0 ug/L		80 - 120	20	65 - 135	20	
Carbofuran	5.0 ug/L		80 - 120	20	65 - 135	20	
Methomyl	2.0 ug/L		80 - 120	20	65 - 135	20	
Oxamyl	20 ug/L		80 - 120	20	65 - 135	20	

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Semi-volatile Organics							
Chlorinated Acid Herbicides by GC-ECD in Water (EPA 515.4)							
2,4,5-T	1.0 ug/L		70 - 130	20	70 - 130	30	30
2,4,5-TP (Silvex)	1.0 ug/L		70 - 130	20	70 - 130	30	30
2,4-D	10 ug/L		70 - 130	20	70 - 130	30	30
Bentazon	2.0 ug/L		70 - 130	20	70 - 130	30	30
Dalapon	10 ug/L		70 - 130	20	70 - 130	30	30
Dicamba	1.5 ug/L		70 - 130	20	70 - 130	30	30
Dinoseb	2.0 ug/L		70 - 130	20	70 - 130	30	30
Pentachlorophenol	0.20 ug/L		70 - 130	20	70 - 130	30	30
Picloram	1.0 ug/L		70 - 130	20	70 - 130	30	30
surr: DCPAA		70 - 130					
Diquat by HPLC in Water (EPA 549.2)							
Diquat	4.0 ug/L		70 - 130	30	70 - 130	30	30
EDB and DBCP by GC-ECD in Water (EPA 504.1)							
Dibromochloropropane (DBCP)	0.010 ug/L		70 - 130	20	65 - 135	20	30
Ethylene Dibromide (EDB)	0.020 ug/L		70 - 130	20	65 - 135	20	30
surr: 1-Br-2-Nitrobenzene		70 - 130					
Endothall by GC-MS in Water (EPA 548.1)							
Endothall	45 ug/L		39 - 122	30	39 - 122	30	30
Glyphosate by HPLC in Water (EPA 547)							
Glyphosate	25 ug/L		70 - 130	30	70 - 130	30	30
surr: AMPA		70 - 130	70 - 130	30	70 - 130	30	30
Haloacetic Acids by GC-MS in Water (EPA 552.3)							
Dibromoacetic Acid (DBAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Dichloroacetic Acid (DCAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Monobromoacetic Acid (MBAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Monochloroacetic Acid (MCAA)	2.0 ug/L		70 - 130	30	70 - 130	30	30
Total Haloacetic Acids	2.0 ug/L						30
Trichloroacetic Acid (TCAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 2-Bromobutanoic Acid		70 - 130					
Hydrocarbon Oil and Grease (1664B) in Water (EPA 1664B (SGT))							
Total Petroleum Hydrocarbons	5.0 mg/L		64 - 132	34	64 - 132	34	

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Semi-volatile Organics							
Nitrogen/Phosphorous Pesticides by GC-MS in Water (EPA 525.3)							
Alachlor	1.0 ug/L		70 - 130	30	70 - 130	30	30
Atrazine	0.50 ug/L		70 - 130	30	70 - 130	30	30
Bromacil	10 ug/L		70 - 130	30	70 - 130	30	30
Butachlor	0.38 ug/L		70 - 130	30	70 - 130	30	30
Dimethoate	10 ug/L		70 - 130	30	70 - 130	30	30
Metolachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Metribuzin	0.50 ug/L		70 - 130	30	70 - 130	30	30
Molinate	2.0 ug/L		70 - 130	30	70 - 130	30	30
Propachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Simazine	1.0 ug/L		70 - 130	30	70 - 130	30	30
Thiobencarb	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 1,3-Dimethyl-2-nitrobenzene		70 - 130					
surr: Benzo(a)pyrene-d12		70 - 130					
surr: Triphenyl Phosphate		70 - 130					
Oil and Grease (1664B) in Water (EPA 1664B)							
Total Oil & Grease	5.0 mg/L		78 - 114	18	78 - 114	18	20

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Semi-volatile Organics							
Organochlorine Pesticides and PCBs by GC-ECD in Water (EPA 608.3)							
4,4'-DDD	0.050 ug/L		50 - 150	20	50 - 150	20	
4,4'-DDE	0.050 ug/L		50 - 150	20	50 - 150	20	
4,4'-DDT	0.010 ug/L		50 - 150	20	50 - 150	20	
Aldrin	0.0050 ug/L		50 - 150	20	50 - 150	20	
alpha-BHC	0.010 ug/L		50 - 150	20	50 - 150	20	
alpha-Chlordane	0.10 ug/L		50 - 150	20	50 - 150	20	
Aroclor-1016	0.50 ug/L		50 - 150	20		20	
Aroclor-1221	0.50 ug/L			20		20	
Aroclor-1232	0.50 ug/L			20		20	
Aroclor-1242	0.50 ug/L			20		20	
Aroclor-1248	0.50 ug/L			20		20	
Aroclor-1254	0.50 ug/L			20		20	
Aroclor-1260	0.50 ug/L		50 - 150	20		20	
beta-BHC	0.0050 ug/L		50 - 150	20	50 - 150	20	
Chlordane (Technical)	0.10 ug/L		50 - 150	20		20	
delta-BHC	0.0050 ug/L		50 - 150	20	50 - 150	20	30
Dieldrin	0.010 ug/L		50 - 150	20	50 - 150	20	30
Endosulfan I	0.020 ug/L		50 - 150	20	50 - 150	20	30
Endosulfan II	0.010 ug/L		50 - 150	20	50 - 150	20	30
Endosulfan Sulfate	0.050 ug/L		50 - 150	20	50 - 150	20	30
Endrin	0.010 ug/L		50 - 150	20	50 - 150	20	30
Endrin Aldehyde	0.010 ug/L		50 - 150	20	50 - 150	20	30
gamma-Chlordane	0.10 ug/L		50 - 150	20	50 - 150	20	
Heptachlor	0.010 ug/L		50 - 150	20	50 - 150	20	30
Heptachlor Epoxide	0.010 ug/L		50 - 150	20	50 - 150	20	30
Lindane	0.020 ug/L		50 - 150	20	50 - 150	20	30
Toxaphene	0.50 ug/L		50 - 150	20		20	
surr: TCMX		26 - 144	50 - 150	20	50 - 150	20	

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Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
Organohalide Pesticides and PCBs by GC-ECD in Water (EPA 505)							
Aldrin	0.075 ug/L		70 - 130	20	65 - 135	20	30
Chlordane (Technical)	0.10 ug/L		70 - 130	20	65 - 135	20	30
Dieldrin	0.020 ug/L		70 - 130	20	65 - 135	20	30
Endrin	0.10 ug/L		70 - 130	20	65 - 135	20	30
Heptachlor	0.010 ug/L		70 - 130	20	65 - 135	20	30
Heptachlor Epoxide	0.010 ug/L		70 - 130	20	65 - 135	20	30
Hexachlorobenzene	0.50 ug/L		70 - 130	20	65 - 135	20	30
Hexachlorocyclopentadiene	1.0 ug/L		70 - 130	20	65 - 135	20	30
Lindane	0.20 ug/L		70 - 130	20	65 - 135	20	30
Methoxychlor	10 ug/L		70 - 130	20	65 - 135	20	30
PCB Aroclor Screen	0.50 ug/L		70 - 130	20	65 - 135	20	30
Toxaphene	1.0 ug/L		70 - 130	20	65 - 135	20	30
surr: 1-Br-2-Nitrobenzene		70 - 130					

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Semi-volatile Organics							
Perfluorinated Compounds by LC-MS/MS in Water (DoD QSM v5.1)							
11Cl-PF3OUdS	0.0020 ug/L		50 - 150	30	50 - 150	30	30
4:2 FTS	0.0020 ug/L		63 - 143	30	63 - 143	30	30
6:2 FTS	0.0020 ug/L		64 - 140	30	64 - 140	30	30
8:2 FTS	0.0020 ug/L		67 - 138	30	67 - 138	30	30
9Cl-PF3ONS	0.0020 ug/L		50 - 150	30	50 - 150	30	30
ADONA	0.0020 ug/L		50 - 150	30	50 - 150	30	30
FOSA	0.0020 ug/L		67 - 137	30	67 - 137	30	30
HFPO-DA	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NEtFOSAA	0.0020 ug/L		61 - 135	30	61 - 135	30	30
NEtFOSAM	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NEtFOSE	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NMeFOSAA	0.0020 ug/L		65 - 136	30	65 - 136	30	30
NMeFOSAM	0.0020 ug/L		68 - 141	30	68 - 141	30	30
NMeFOSE	0.0020 ug/L		50 - 150	30	50 - 150	30	30
PFBA	0.0020 ug/L		73 - 129	30	73 - 129	30	30
PFBS	0.0020 ug/L		72 - 130	30	72 - 130	30	30
PFDA	0.0020 ug/L		71 - 129	30	71 - 129	30	30
PFDoA	0.0020 ug/L		72 - 134	30	72 - 134	30	30
PFDS	0.0020 ug/L		53 - 142	30	53 - 142	30	30
PFHpA	0.0020 ug/L		72 - 130	30	72 - 130	30	30
PFHpS	0.0020 ug/L		69 - 134	30	69 - 134	30	30
PFHxA	0.0020 ug/L		72 - 129	30	72 - 129	30	30
PFHxS	0.0020 ug/L		68 - 131	30	68 - 131	30	30
PFNA	0.0020 ug/L		69 - 130	30	69 - 130	30	30
PFOA	0.0020 ug/L		71 - 133	30	71 - 133	30	30
PFOS	0.0020 ug/L		65 - 140	30	65 - 140	30	30
PFPeA	0.0020 ug/L		72 - 129	30	72 - 129	30	30
PFPeS	0.0020 ug/L		71 - 127	30	71 - 127	30	30
PFTDA	0.0020 ug/L		71 - 132	30	71 - 132	30	30
PFTrDA	0.0020 ug/L		65 - 144	30	65 - 144	30	30
PFUnDA	0.0020 ug/L		69 - 133	30	69 - 133	30	30

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Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Semi-volatile Organics							
Perfluorinated Compounds by LC-MS/MS in Water (EPA 537.1)							
11Cl-PF3OUdS	2.0 ng/L		70 - 130	30	70 - 130	30	30
9Cl-PF3ONS	2.0 ng/L		70 - 130	30	70 - 130	30	30
ADONA	2.0 ng/L		70 - 130	30	70 - 130	30	30
HFPO-DA	2.0 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAA	3.0 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAA	3.0 ng/L		70 - 130	30	70 - 130	30	30
PFBS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDoA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHpA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFNA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTrDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFUnDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
surr: 13C2-PFDA		70 - 130					
surr: 13C2-PFHxA		70 - 130					
surr: 13C3-HFPO-DA		70 - 130					
surr: d5-NEtFOSAA		70 - 130					

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Semi-volatile Organics							
Semi-Volatile Organics by GC-MS in Water (EPA 525.3)							
Alachlor	1.0 ug/L		70 - 130	30	70 - 130	30	30
Atrazine	0.50 ug/L		70 - 130	30	70 - 130	30	30
Benzo(a)pyrene	0.10 ug/L		70 - 130	30	70 - 130	30	30
Bis(2-ethylhexyl) adipate	3.0 ug/L		70 - 130	30	70 - 130	30	30
Bis(2-ethylhexyl) phthalate	3.0 ug/L		70 - 130	30	70 - 130	30	30
Bromacil	10 ug/L		70 - 130	30	70 - 130	30	30
Butachlor	0.38 ug/L		70 - 130	30	70 - 130	30	30
Diazinon	0.25 ug/L		70 - 130	30	70 - 130	30	30
Dimethoate	10 ug/L		70 - 130	30	70 - 130	30	30
Metolachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Metribuzin	0.50 ug/L		70 - 130	30	70 - 130	30	30
Molinate	2.0 ug/L		70 - 130	30	70 - 130	30	30
Propachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Simazine	1.0 ug/L		70 - 130	30	70 - 130	30	30
Thiobencarb	1.0 ug/L		70 - 130	30	70 - 130	30	30
Thiobencarb	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 1,3-Dimethyl-2-nitrobenzene		70 - 130					
surr: 1,3-Dimethyl-2-nitrobenzene		70 - 130					
surr: Benzo(a)pyrene-d12		70 - 130					
surr: Benzo(a)pyrene-d12		70 - 130					
surr: Triphenyl Phosphate		70 - 130					
surr: Triphenyl Phosphate		70 - 130					
Volatile Organics							
1,2,3-Trichloropropane by GC-MS SIM in Water (SRL 524M-TCP)							
1,2,3-Trichloropropane	0.0050 ug/L		80 - 120	30			20
2-CEVE by EPA 624.1 in Water (EPA 624.1)							
2-Chloroethyl vinyl ether	1.0 ug/L		10 - 305	30	10 - 305	30	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20

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Volatile Organics							
Acrolein and Acrylonitrile by EPA 624 in Water (EPA 624.1)							
Acrolein	2.0 ug/L		44 - 144	30	44 - 144	30	
Acrylonitrile	2.0 ug/L		54 - 140	30	54 - 140	30	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20
MTBE by GC-MS in Water (EPA 524.2)							
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156		30
surr: 1,2-Dichlorobenzene-d4		70 - 130	70 - 130	30			30
surr: Bromofluorobenzene		70 - 130					30
TPH-Gasoline by GC-MS in Water (EPA 8260B)							
Gasoline Range Organics (C6-10)	50 ug/L		50 - 150	30	50 - 150	30	
surr: 1,2-Dichloroethane-d4		70 - 130					30
Trihalomethanes by GC-MS in Water (EPA 524.2)							
Bromodichloromethane	0.50 ug/L		70 - 130	30	47 - 151		30
Bromoform	0.50 ug/L		70 - 130	30	29 - 162		30
Chloroform	0.50 ug/L		70 - 130	30	52 - 148		30
Dibromochloromethane	0.50 ug/L		70 - 130	30	44 - 149		30
Total Trihalomethanes	0.50 ug/L						
surr: 1,2-Dichlorobenzene-d4		70 - 130		30			30
surr: Bromofluorobenzene		70 - 130					30

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Volatile Organics							
Volatile Organics (SDWA Regulated) by GC-MS in Water (EPA 524.2)							
1,1,1-Trichloroethane	0.50 ug/L		70 - 130	30	48 - 160		30
1,1,2,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	42 - 151		30
1,1,2-Trichloro-1,2,2-trifluoroethane	10 ug/L		70 - 130	30	47 - 164		30
1,1,2-Trichloroethane	0.50 ug/L		70 - 130	30	45 - 152		30
1,1-Dichloroethane	0.50 ug/L		70 - 130	30	48 - 157		30
1,1-Dichloroethene	0.50 ug/L		70 - 130	30	51 - 158		30
1,2,4-Trichlorobenzene	0.50 ug/L		70 - 130	30	33 - 149		30
1,2-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146		30
1,2-Dichloroethane	0.50 ug/L		70 - 130	30	47 - 151		30
1,2-Dichloropropane	0.50 ug/L		70 - 130	30	47 - 155		30
1,4-Dichlorobenzene	0.50 ug/L		70 - 130	30	43 - 146		30
Benzene	0.50 ug/L		70 - 130	30	48 - 155		30
Carbon Tetrachloride	0.50 ug/L		70 - 130	30	47 - 163		30
Chlorobenzene	0.50 ug/L		70 - 130	30	46 - 152		30
cis-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	50 - 152		30
cis-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	34 - 156		30
Dichloromethane	0.50 ug/L		70 - 130	30	47 - 156		30
Ethylbenzene	0.50 ug/L		70 - 130	30	40 - 157		30
m,p-Xylenes	0.50 ug/L		70 - 130	30	49 - 154		30
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156		30
o-Xylene	0.50 ug/L		70 - 130	30	27 - 164		30
Styrene	0.50 ug/L		70 - 130	30	10 - 200		30
Tetrachloroethene (PCE)	0.50 ug/L		70 - 130	30	48 - 155		30
Toluene	0.50 ug/L		70 - 130	30	40 - 159		30
Total 1,3-Dichloropropene	0.50 ug/L						
Total Xylenes	0.50 ug/L						
trans-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	52 - 157		30
trans-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	28 - 160		30
Trichloroethene (TCE)	0.50 ug/L		70 - 130	30	49 - 155		30
Trichlorofluoromethane	5.0 ug/L		70 - 130	30	47 - 169		30
Vinyl Chloride	0.50 ug/L		70 - 130	30	21 - 183		30
surr: 1,2-Dichlorobenzene-d4		70 - 130	70 - 130	30			30
surr: Bromofluorobenzene		70 - 130					30

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Volatile Organics							
Volatile Organics by GC-MS (Caltox) in Water (EPA 624.1)							
1,1,1-Trichloroethane	0.50 ug/L		52 - 162	30	52 - 162	30	
1,1,2,2-Tetrachloroethane	0.50 ug/L		46 - 157	30	46 - 157	30	
1,1,2-Trichloroethane	0.50 ug/L		52 - 150	30	52 - 150	30	
1,1-Dichloroethane	0.50 ug/L		59 - 155	30	59 - 155	30	
1,1-Dichloroethene	0.50 ug/L		10 - 234	30	10 - 234	30	
1,2-Dichlorobenzene	0.50 ug/L		18 - 190	30	18 - 190	30	
1,2-Dichloroethane	0.50 ug/L		49 - 155	30	49 - 155	30	
1,2-Dichloropropane	0.50 ug/L		10 - 210	30	10 - 210	30	
1,3-Dichlorobenzene	0.50 ug/L		59 - 156	30	59 - 156	30	
1,4-Dichlorobenzene	0.50 ug/L		18 - 190	30	18 - 190	30	
Benzene	0.50 ug/L		37 - 151	30	37 - 151	30	
Bromodichloromethane	0.50 ug/L		35 - 155	30	35 - 155	30	
Bromoform	0.50 ug/L		45 - 169	30	45 - 169	30	
Bromomethane	1.0 ug/L		10 - 242	30	10 - 242	30	
Carbon Tetrachloride	0.50 ug/L		70 - 140	30	70 - 140	30	
Chlorobenzene	0.50 ug/L		37 - 160	30	37 - 160	30	
Chloroethane	0.50 ug/L		14 - 230	30	14 - 230	30	
Chloroform	0.50 ug/L		51 - 138	30	51 - 138	30	
Chloromethane	0.50 ug/L		10 - 273	30	10 - 273	30	
cis-1,3-Dichloropropene	0.50 ug/L		10 - 227	30	10 - 227	30	
Dibromochloromethane	0.50 ug/L		53 - 149	30	53 - 149	30	
Dichloromethane	0.50 ug/L		10 - 221	30	10 - 221	30	
Ethylbenzene	0.50 ug/L		37 - 162	30	37 - 162	30	
Tetrachloroethene (PCE)	0.50 ug/L		64 - 148	30	64 - 148	30	
Toluene	0.50 ug/L		47 - 150	30	47 - 150	30	
trans-1,2-Dichloroethene	0.50 ug/L		54 - 156	30	54 - 156	30	
trans-1,3-Dichloropropene	0.50 ug/L		17 - 183	30	17 - 183	30	
Trichloroethene (TCE)	0.50 ug/L		71 - 157	30	71 - 157	30	
Vinyl Chloride	0.50 ug/L		10 - 251	30	10 - 251	30	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20

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Volatile Organics							
Volatile Organics by GC-MS in Water (EPA 524.2)							
1,1,1,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	41 - 156	30	30
1,1,1-Trichloroethane	0.50 ug/L		70 - 130	30	48 - 160	30	30
1,1,2,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	42 - 151	30	30
1,1,2-Trichloro-1,2,2-trifluoroethane	10 ug/L		70 - 130	30	47 - 164	30	30
1,1,2-Trichloroethane	0.50 ug/L		70 - 130	30	45 - 152	30	30
1,1-Dichloroethane	0.50 ug/L		70 - 130	30	48 - 157	30	30
1,1-Dichloroethene	0.50 ug/L		70 - 130	30	51 - 158	30	30
1,1-Dichloropropene	0.50 ug/L		70 - 130	30	46 - 162	30	30
1,2,3-Trichlorobenzene	0.50 ug/L		70 - 130	30	37 - 145	30	30
1,2,4-Trichlorobenzene	0.50 ug/L		70 - 130	30	33 - 149	30	30
1,2,4-Trimethylbenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,2-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,2-Dichloroethane	0.50 ug/L		70 - 130	30	47 - 151	30	30
1,2-Dichloropropane	0.50 ug/L		70 - 130	30	47 - 155	30	30
1,3,5-Trimethylbenzene	0.50 ug/L		70 - 130	30	45 - 154	30	30
1,3-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,3-Dichloropropane	0.50 ug/L		70 - 130	30	45 - 151	30	30
1,4-Dichlorobenzene	0.50 ug/L		70 - 130	30	43 - 146	30	30
2,2-Dichloropropane	0.50 ug/L		70 - 130	30	24 - 182	30	30
2-Butanone	5.0 ug/L		70 - 130	30	55 - 144	30	30
2-Chlorotoluene	0.50 ug/L		70 - 130	30	48 - 150	30	30
2-Hexanone	10 ug/L		70 - 130	30	40 - 159	30	30
4-Chlorotoluene	0.50 ug/L		70 - 130	30	43 - 150	30	30
4-Methyl-2-pentanone	5.0 ug/L		70 - 130	30	30 - 171	30	30
Acetone	10 ug/L		70 - 130	30	27 - 181	30	30
Benzene	0.50 ug/L		70 - 130	30	48 - 155	30	30
Bromobenzene	0.50 ug/L		70 - 130	30	43 - 151	30	30
Bromochloromethane	0.50 ug/L		70 - 130	30	48 - 161	30	30
Bromodichloromethane	0.50 ug/L		70 - 130	30	47 - 151	30	30
Bromoform	0.50 ug/L		70 - 130	30	29 - 162	30	30
Bromomethane	0.50 ug/L		70 - 130	30	10 - 200	30	30
Carbon Tetrachloride	0.50 ug/L		70 - 130	30	47 - 163	30	30
Chlorobenzene	0.50 ug/L		70 - 130	30	46 - 152	30	30
Chloroethane	0.50 ug/L		70 - 130	30	28 - 189	30	30
Chloroform	0.50 ug/L		70 - 130	30	52 - 148	30	30
Chloromethane	0.50 ug/L		70 - 130	30	53 - 159	30	30

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Salinas, CA 93906

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Effective: 08/01/2022
Expires: 08/01/2025

Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	BlankSpike/LCS RPD	Matrix Spike %R	Matrix Spike RPD	Dup RPD
Volatile Organics							
Volatile Organics by GC-MS in Water (EPA 524.2)							
cis-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	50 - 152	30	30
cis-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	34 - 156	30	30
Dibromochloromethane	0.50 ug/L		70 - 130	30	44 - 149	30	30
Dibromomethane	0.50 ug/L		70 - 130	30	46 - 150	30	30
Dichlorodifluoromethane	0.50 ug/L		70 - 130	30	33 - 170	30	30
Dichloromethane	0.50 ug/L		70 - 130	30	47 - 156	30	30
Ethyl tert-Butyl Ether (ETBE)	0.50 ug/L		70 - 130	30	32 - 160	30	30
Ethylbenzene	0.50 ug/L		70 - 130	30	40 - 157	30	30
Hexachlorobutadiene	0.50 ug/L		70 - 130	30	38 - 151	30	30
Isopropylbenzene	0.50 ug/L		70 - 130	30	41 - 156	30	30
m,p-Xylenes	0.50 ug/L		70 - 130	30	49 - 154	30	30
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156	30	30
Naphthalene	0.50 ug/L		70 - 130	30	35 - 154	30	30
n-Butylbenzene	0.50 ug/L		70 - 130	30	31 - 153	30	30
n-Propylbenzene	0.50 ug/L		70 - 130	30	39 - 156	30	30
o-Xylene	0.50 ug/L		70 - 130	30	27 - 164	30	30
p-Isopropyltoluene	0.50 ug/L		70 - 130	30	26 - 161	30	30
sec-Butylbenzene	0.50 ug/L		70 - 130	30	39 - 154	30	30
Styrene	0.50 ug/L		70 - 130	30	10 - 200	30	30
tert-Amyl Methyl Ether (TAME)	3.0 ug/L		70 - 130	30	24 - 161	30	30
tert-Butyl alcohol (TBA)	2.0 ug/L		70 - 130	30	22 - 174	30	30
tert-Butylbenzene	0.50 ug/L		70 - 130	30	40 - 153	30	30
Tetrachloroethene (PCE)	0.50 ug/L		70 - 130	30	48 - 155	30	30
Toluene	0.50 ug/L		70 - 130	30	40 - 159	30	30
Total 1,3-Dichloropropene	0.50 ug/L						
Total Trihalomethanes	0.50 ug/L						
Total Xylenes	0.50 ug/L						
trans-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	52 - 157	30	30
trans-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	28 - 160	30	30
Trichloroethene (TCE)	0.50 ug/L		70 - 130	30	49 - 155	30	30
Trichlorofluoromethane	5.0 ug/L		70 - 130	30	47 - 169	30	30
Vinyl Chloride	0.50 ug/L		70 - 130	30	21 - 183	30	30
surr: 1,2-Dichlorobenzene-d4		70 - 130		30		30	30
surr: Bromofluorobenzene		70 - 130					30

DocuSign Envelope ID: 36CA1586-D83E-48B0-B8BB-0E18593BAA6E

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15985
a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Non-Standard Agreement between the County of Monterey and BSK Associates in the amount of $600,000 to provide Environmental Laboratory testing and analysis services for the term of September 1, 2022, through August 31, 2025; and
b. Approve and authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) ($60,000) of the original contract amount.

PASSED AND ADOPTED on this 23rd day of August 2022, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 23, 2022.

Dated: August 26, 2022
File ID: A 22-423
Agenda Item No.: 37

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

Julian Lorenzana, Deputy

Introduced: 7/22/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
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
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c. Approve and authorize the Director of Health Services or designee to sign the MOU.

SUMMARY/DISCUSSION:

Senate Bill 1383 (SB 1383), California's Short-Lived Climate Pollutants Reduction Law, mandates that jurisdictions procure recovered organic waste products to support the reduction of greenhouse gas emissions. Under this law, CalRecycle has set procurement target goals that each jurisdiction must meet annually.

To comply with SB 1383 regulations, the County of Monterey intends to enter into a Memorandum of Understanding with MRWMD, dba ReGen Monterey. MRWMD possesses the necessary capacity and expertise to procure recovered organic waste products, including finished compost or mulch, from certified processors.

California Code of Regulations (CCR), Title 14, Sections 18993.1 through 18993.4, requires jurisdictions to procure and utilize a minimum quantity of recovered organic waste products each year, measured by a procurement target set by CalRecycle.

This MOU will:

- Authorize MRWMD to procure finished compost or mulch on behalf of the County from certified processors;
- Support the County's efforts to comply with SB 1383 requirements for the western unincorporated areas of Monterey County;
- Be retroactive to November 1, 2024, ensuring the County captures 65% of the 2024 target and positions itself to achieve full compliance (100%) for the 2025 and 2026 targets.

Partnering with MRWMD ensures that the County leverages existing regional waste management resources and expertise in a cost-effective and sustainable manner.

While this work is not directly in support of a Health Department strategic goal, it is in support of one or more of the ten essential public health services, specifically: (4) Mobilize community partnerships and action to identify and solve health problems and (10) Research for new insights and innovative solutions to health problems.

OTHER AGENCY INVOLVEMENT:
Monterey Regional Waste Management District (ReGen Monterey), California Department of Resources Recycling and Recovery (CalRecycle). The Office of County Counsel has reviewed as to form.

FINANCING:
There is no cost to General Fund Contribution, the funding source to offset the expenditures will come from the Unified Franchise revenue (Revenue 4270, Unit 8113), which is declared in the Adopted Budget for Fiscal Year (FY) 2025-26.

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

☐ Economic Development:

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

☒ Administration:

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

☐ Health & Human Services:

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

☐ Infrastructure:

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

☐ Public Safety:

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

Prepared by: Robin Kimball, MA III, 796-1297
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
MOU

Introduced: 7/22/2025

Current Status: Health Department - Consent

Version: 1

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Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Robin Kimball, MA III, 796-1297
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
(DBA REGEN MONTEREY)
AND
THE COUNTY OF MONTEREY

WHEREAS, the County of Monterey, a political subdivision of the State of California, is committed to complying with the requirements set forth in the California Code of Regulations (CCR), title 14, sections 18993.1 through 18993.4, as outlined by CalRecycle, in order to meet the organic waste procurement target goals for the western unincorporated area of Monterey County; and
WHEREAS, the Monterey Regional Waste Management District, dba ReGen Monterey, has the capacity and expertise to procure recovered organic waste products, including finished compost or mulch, from processors on behalf of the County, to assist in achieving compliance with the SB 1383 Regulations.

THEREFORE, BE IT RESOLVED:

The County of Monterey, a political subdivision of the State of California ("County"), and Monterey Regional Waste Management District, dba ReGen Monterey ("MRWMD"), hereby enter this Memorandum of Understanding ("MOU"), whereby MRWMD agrees to procure recovered organic waste product in the form of finished compost or mulch from a processor on behalf of the County to assist compliance with the requirements of the California Code of Regulations (CCR), title 14, sections 18993.1 through 18993.4 ("SB 1383 Regulations") – the organic waste procurement target goals set by CalRecycle for the western unincorporated area of Monterey County.

1. Effective Date and Term

The term of this MOU is effective November 1, 2024, through October 31, 2027.

2. Obligations

A. MRWMD will procure recovered organic waste product compost from a processor, on behalf of the County, for redistribution as noted in Section B below. MWRMD shall provide County a statement evidencing procurement of the compost or mulch for annual reporting purposes. The statement shall include date of purchase, the name of each individual, entity, operation, or facility from whom the compost was procured, and the amount in tons or cubic yards purchased, and type of compost and/or mulch purchased. Compost or mulch purchased as a part of this agreement shall not exceed combined annual jurisdiction procurement targets listed in Section B. below.

B. County shall reimburse MRWMD in an amount not to exceed $40,690.75 for the satisfactory procurement and documentation of compost/mulch under this MOU, based on the following rates/in accordance with the following terms:

Procurement Requirement for western Monterey County (unincorporated): 3,071 tons annually.
2024 Compliance Target: 65% 1996.22 tons of compost @$5.00 per ton: $9,981.08
2025 Compliance Target: 100% 3071.00 tons of compost @$5.00 per ton: $15,355.00
2026 Compliance Target: 100% 3071.00 tons of compost @$5.00 per ton: $15,355.00

3. Independent Entities/No Agency

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

4. Indemnity

MRWMD shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with the MRWMD's negligent acts or omissions, or those of its officers, employees, agents or subcontractors, in the performance of this MOU, excepting only loss, injury or damage caused by the negligence or willful misconduct of County, its officers or employees. MRWMD shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the MRWMD is obligated to indemnify, defend and hold harmless the County under this MOU.

Similarly, the County shall indemnify, defend, and hold harmless MRWMD , its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with the County's negligent acts or omissions, or those of its officers, employees, agents or subcontractors, in the performance of this MOU, excepting only loss, injury or damage caused by the negligence or willful misconduct of the MRWMD, its officers or employees. The County shall reimburse MRWMD for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless MRWMD under this MOU.

5. General Provisions

A. No Assignment. MRWMD shall not assign or transfer this MOU, or any part thereof, without the written consent of the County, nor shall MRWMD assign any monies due or to become due to MRWMD hereunder without the previous written consent of the County.

B. Independent Contractor. Nothing in this MOU shall be construed or interpreted to make MRWMD, the Project Manager or other MRWMD employees anything but independent

contractors, and in all MRWMD's activities and operations pursuant to this MOU, neither MRWMD, the Project Manager, nor other MRWMD employees shall for any purposes be considered employees or agents of the County.

C. Notices. Notices shall be delivered as follows:

To County: Ric Encarnacion, Director of Environmental Health

1270 Natividad Road, Salinas, CA 93906

Encarnacionr@countyofmonterey.gov

(831) 755-4542

To MRWMD: Zoe Shoats, Director of Communications

14201 Del Monte Blvd., Salinas, CA 93908

ZShoats@regenmonterey.org

831-264-6390

D. Subcontracting. MRWMD shall not subcontract or otherwise assign any portion of the work to be performed under this MOU without prior written approval of the County. Any and all subcontracts shall be subject to the provisions contained in this MOU.

E. Modifications. This MOU may be modified or amended only by written agreement of the parties. No waiver or modification of this MOU or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

F. No Waiver. No covenant or condition of this MOU can be waived except by the written consent of the County. Forbearance or indulgence by the County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by MRWMD. The County shall be entitled to invoke any remedy available to the County under this MOU or by law or in equity despite said forbearance or indulgence.

G. Sole Agreement. This MOU contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this MOU shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.

H. Venue. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Monterey, State of California.

I. Construed Pursuant to California Law. The parties hereto agree that the provisions of this MOU will be construed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, COUNTY and MRWMD have caused this Memorandum of Understanding to be executed:

APPROVED BY:

_____

Elsa Mendoza Jimenez Date
Director of Health Services

APPROVED BY:

_____

Felipe Melchor Date
General Manager, Monterey Regional Waste Management District, ReGen Monterey

APPROVED AS TO FORM:

_____

Reed Gallogly Date
Deputy County Counsel

County of Monterey

Board Report

Legistar File Number: 25-517

Item No.25

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

August 05, 2025

Introduced: 6/26/2025

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: General Agenda Item

Approve the proposed amendments to the Bylaws of the Area Agency on Aging Advisory Council.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the proposed amendments to the Bylaws of the Area Agency on Aging Advisory Council.

SUMMARY/DISCUSSION:
The County of Monterey Department of Social Services (DSS) oversees the Area Agency on Aging (AAA) and administers various programs funded through the Federal Older Americans Act. The AAA Advisory Council assists in the development of strategic plans required by funding agreements overseen by the California Department of Aging. As part of that effort, AAA Advisory Council members carry out advisory functions which further the AAA mission of development and coordinating community-based systems of care and services for older persons, individuals with disabilities and family caregivers residing in Monterey County.

The California Department of Aging periodically requires a review and update of the Advisory Council's bylaws. The most recent amended version was approved by the Monterey County Board of Supervisors in June 2022.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The drafted changes to the Bylaws were approved by the AAA Advisory Council on April 24, 2025. County Counsel provided input to the AAA Advisory Council and has approved the bylaws as to form.

FINANCING:
Approval of this action item has no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Area Agency on Aging Advisory Council is mandated by the California Department of Aging as part of a funding agreement to provide coordination of services for the aging population. As a result, it correlates to the Administration Strategic Initiative adopted by the Board of Supervisors by providing input and support in addressing issues that relate to older Monterey County residents.
Check the related Board of Supervisors Strategic Initiatives:
___Economic Development

_X_ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Marleen Bush, Community Affiliation Manager, x3342

Approved by: Roderick Franks, Director, x4430

Attachment: Proposed AAA Bylaws (clean version)
Proposed AAA Bylaws (redlined)
Current AAA Bylaws from 2022

County of Monterey

Board Report

Legistar File Number: 25-517

Item No.

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

August 05, 2025

Introduced: 6/26/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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SUMMARY/DISCUSSION:
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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
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FINANCING:
Approval of this action item has no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Area Agency on Aging Advisory Council is mandated by the California Department of Aging as part of a funding agreement to provide coordination of services for the aging population. As a result, it correlates to the Administration Strategic Initiative adopted by the Board of Supervisors by providing input and support in addressing issues that relate to older Monterey County residents.

Check the related Board of Supervisors Strategic Initiatives:
____Economic Development
__X Administration
____Health & Human Services
____Infrastructure
____Public Safety

Prepared by: Marleen Bush, Community Affiliation Manager, x3342

Approved by: Roderick Franks, Director, x4430

Attachment: Proposed AAA Bylaws (clean version)
Proposed AAA Bylaws (redlined)
Current AAA Bylaws from 2022

BYLAWS-PROPOSED

COUNTY OF MONTEREY AREA AGENCY ON AGING ADVISORY COUNCIL

Article I

NAME AND AUTHORIZATION

Section 1 - Name

The name of this organization shall be the County of Monterey Area Agency on Aging Advisory Council, hereafter called the Council.

Section 2 - Authorization

By resolution on May 13, 1980, and amended by Resolution 85-1 on January 8, 1985, and amended on May 17, 2011, October 17, 2017, June 21, 2022, and August 5, 2025 the County of Monterey Board of Supervisors, hereafter called the Board, established the Council to provide advice and assistance to the Board and the Area Agency on Aging (AAA), as administered by the County of Monterey Department of Social Services (DSS), hereafter called the County.

Article II

STATEMENT OF PURPOSES AND FUNCTIONS

1. The Council shall carry out advisory and advocacy functions, which further the AAA mission of developing and coordinating community-based systems of services for all older persons in the planning and service area. The Council shall advise DSS AAA staff relative to:
    a. Developing and administering the Area Plan and Area Plan Updates;
    b. Conducting public hearings;
    c. Representing the interest of older persons and people with disabilities; and
    d. Reviewing and commenting on community policies, programs and actions which affect older persons with the intent of assuring maximum coordination and responsiveness to older persons.

Article III

COUNCIL COMPOSITION AND REQUIREMENTS

Section 1 - Composition of the Council

The composition of the Council shall be as determined by the Board in accordance with State and Federal guidelines.

Section 2 - Selection of Council Members

1. Each member of the Board (5) shall appoint one member to serve for a three (3) year term.
2. The Council shall recommend to the Board ten (10) Community-at-Large Representatives for appointment to membership on the Council.
3. Council membership shall consist of *(Older Americans Act Title III Part A Section 306 (5) (D); 2006 Amendments):*
    a. Older individuals (including minority individuals and older individuals residing in rural areas) who are participants or are eligible to participate in programs assisted under the Older Americans Act;
    b. Family caregivers;
    c. Service providers (not those under contract with the AAA);
    d. Representatives of the business community;
    e. Local elected officials;
    f. Providers of veterans' health care; and
    g. The general public.
4. Members of the California Senior Legislature (CSL) and the California Commission on Aging (CCoA) from Monterey County who are not members of the Council shall be ex-officio members of the Council without voting privileges.

Section 3 - Terms of Membership

1. Terms of Council members shall begin on January 1, shall be three (3) years in length and are to be staggered, one third (5 members) each year.
2. Council members appointed to fill vacancies, which occur during a term, shall complete those terms.

Section 4 - Vacancies

1. A vacancy shall exist:
    a. When a Council member submits a resignation to the Council Chair, and, if appropriate, to the appointing Board of Supervisors;
    b. When a Council member fails to attend three consecutive Council meetings without cause or fails to attend four regular Council meetings within the calendar year;
    c. When a death, disability or any other circumstance prevents a Council member from completing a term; or

d. When a Council member no longer resides in the County, or otherwise does not meet the qualifications for the appointment.

2. Upon majority recommendations of the Council, any Council member may be removed from office by a majority vote of the Board.
3. When a prospective vacancy is imminent, or when a Council member resigns, the Council Chair shall forthwith notify the Clerk of the Board in writing.
4. Other vacancies that occur shall be filled by election for the remainder of the unexpired term by the voting members of the Council.

Article IV

OFFICES

Section 1 - Officers and Terms

1. The officers of the Council shall be the Chair and the Vice-Chair.
2. The term of office shall be two (2) years approximately based on scheduled Council meetings. Current officers shall continue to the next election.
3. Should the office of the Chair become vacant, the Vice-Chair shall succeed to that office.

Section 2 - Election and Nomination of Officers

1. Each election year (biennially, every two years), the Chair shall appoint a Nominating Committee.
2. The Nominating Committee shall present to the Council their slate of officer nominations before the scheduled elections.
3. The full Council shall elect its officers at a meeting convened as prescribed by these Bylaws. An individual receiving the most votes cast for an office shall be deemed elected. Nominations may be made from the floor.
4. The election shall be open, i.e. not a secret ballot, in compliance with the Ralph M. Brown Act.

Section 3 - Duties of Officers

1. The duties of the Chair shall be as follows:
    a. Preside at all meetings of the Council and of the Executive Committee;
    b. Call special meetings of the Council and of the Executive Committee when necessary;
    c. Appoint members to Committees;
    d. Work with DSS AAA staff to prepare an agenda for each meeting and for such other purpose as may be desirable;
    e. Assure that members of the public have an opportunity to speak at the appropriate time during Council meetings;
    f. Perform all other duties necessary or incidental to the office;
    g. Act as liaison to the Board of Supervisors; and

h. Shall be appointed by the AAA Director or their designee to the Triple A Council of California (TACC) in accordance with California Welfare and Institutions Code § 9403, and:
    i. Represent the Council at TACC meetings and events;
    ii. Advocate for the interests of older individuals and people with disabilities in Monterey County;
    iii. Provide regular reports and updates to the Council on TACC activities and initiatives; and
    iv. Serve a continuous term while holding the position of Chair.

2. The duties of the Vice-Chair shall be as follows:
    a. Assume the duties of the Chair during any absence, upon resignation, or unavailability of the Chair; and
    b. Serve as parliamentarian.
3. DSS AAA staff shall preside over meetings when both the Chair and Vice-Chair are absent.

Article V

MEETINGS

Section 1 - Regular Meetings of the Council

The Council shall hold regular meetings bi-monthly. Notification of the time and place of meetings shall be given at least three (3) days in advance to members of the Council, to the Board, to representatives of the media who have filed for notice, to agency members and to persons in the community who have filed requests in advance. Notification of any change in the time and place of meetings shall be given at least three (3) days in advance.

Section 2 - Special Meetings of the Council

Special meetings of the Council may be called by order of the Chair or by a majority of the Council. No business other than that for which the meeting was called shall be considered. Notice shall be given at least twenty-four (24) hours in advance of such meeting.

Section 3 - Closed Session Meetings

The Council shall not hold a closed session or any meeting which excludes the public without first advising the County Counsel of the specific purpose or purposes of such meeting and receiving written advice from such Counsel that it is legal to hold such a session or meeting. The County Counsel will use their discretion as to whether they will be represented at any closed session held by the Council.

Section 4 - Quorum

1. A quorum is the majority of current Council members. For the Council and Standing Committees, a quorum equals a majority of those members currently appointed.
2. The Council will determine excused or unexcused absences when roll call is taken at each Council meeting.

Section 5 - Public Participation in Council Meetings

1. The Council encourages the public to attend Council meetings.
2. Copies of the agenda shall be made available to visitors.

Section 6 - Voting Requirements and Procedures

1. Only duly appointed Council members shall be entitled to vote.
2. Council members shall be in attendance to vote.
3. Proxy voting shall not be permitted.

Section 7 - Conflict of Interest

Any member of the Council may be in conflict of interest if they are a volunteer, employee, officer, owner or shareholder of a provider obtaining funds or materials from the AAA. Members should be aware of their own potential conflicts of interest. and shall recuse themselves from any planning, discussion, review, or selection of funding.

Article VI

ANNUAL AREA PLAN

Area Plan and Area Plan Update

1. An Annual Area Plan, which consists of the Area Plan or the Area Plan Update, shall be prepared annually by DSS AAA staff and reviewed and approved by the Council. The Area Plan shall contain a summary of the planned services; a list of individual Council members; and any other information requested by the Board and State of California.
2. Copies of the approved Area Plan and Area Plan Updates will be submitted to the Board by DSS AAA staff.

Article VII

MEETINGS ON ANNUAL AREA PLAN AND OTHER MATTERS

Public Hearing on Area Plan and Area Plan Updates

1. Public Hearings on the AAA's Area Plan or Area Plan Update shall be held each year. Such hearings shall be widely advertised for the purpose of providing area residents with the opportunity for comments and recommendations thereon.
2. Regular Council business shall be transacted through Standing Committees and the full Council following Robert's Rules of Order and the provisions of the Ralph M. Brown Act.

Article VIII

OTHER RECORDS, REPORTS AND STATEMENTS

Section 1 - Records, Reports, and Statements

Records, reports and statements shall be delivered to the Council members at least seventy-two (72) hours prior to the date of the meeting at which such record, report or statement is to be proposed for consideration and action thereon by the Council. However, if the need to take action arose subsequent to the agenda being posted and there is an emergency need for immediate action, two-thirds (2/3) of members shall determine the need to add items to the agenda during the meeting.

Article IX

COMMITTEES

Section 1 - Appointment to Committee

1. The Committees of the Council, with the exception of the Executive Committee, shall be composed of Council members, appointed for a one (1) year term by the Chair. Each Council member shall serve on at least one Standing Committee. The Chair shall also appoint, subject to concurrence by the Council, a Council member to be the Committee Chair, and the Committee Chair shall appoint another member as Vice-Chair of each Committee. Meetings of the respective Committees shall be held subject to the call of the respective Chairs thereof, or upon request by a majority of the members. The Vice-Chair shall preside over meetings when the Chair is absent. DSS AAA staff shall preside over meetings when both the Chair and Vice-Chair are absent.
2. A Committee is any subsidiary group appointed by the Council Chair to assist the Council.
3. Council members on any Committee may not equal as many as a quorum of the Council. The Committee shall be authorized to help carry out the duties and functions of the Council. The actions and recommendations of a Committee, with the exception of the Executive Committee, shall not be deemed the action of the Council and shall in no way bind the Council or its members.

Section 2 – Executive and Standing Committees

1. **Executive Committee** shall consist of the officers of the Council, and up to four (4) Council members appointed by the Chair who have been approved by the Council. It may make recommendations to the Council or, if any emergency situation prevails, act upon such matters as are brought up for consideration by any member of the Committee. It shall report to the Council on its actions at the next regular meeting of the Council. A majority of the members of the Committee shall constitute a quorum for the transaction of business. Other members of the Council may attend Executive and other Committee meetings, but without the privilege of voting. They may, if requested by members of the Committee, offer statement or opinions. The

function of the Executive Committee is to develop Council meeting agendas, follow activities of the Standing Committees, prepare and review Bylaws and work with staff on matters related to Council training and development.

2. **Planning, Evaluation and Allocations Committee** assists the Council in developing the Annual Area Plans (Four Year Area Plan and the Annual Area Plan Updates) and the Request for Proposals to solicit bids from providers to perform services. It monitors the goals and objectives of the Area Plan. The Committee recommends methods for assessing community needs and receiving public opinion on service priorities recommended in the Area Plan. The Committee reviews grant proposals from community providers, makes funding recommendations to the Council and performs contract monitoring visits. It assists the AAA with long term care system planning, development and coordination. This Committee may perform research and analysis for the development of innovative service delivery systems and programs.
3. **Legislation and Advocacy Committee** discusses proposed legislation (Federal, State and local laws) and advises the AAA on social policies affecting seniors and people with disabilities.

Section 3 - Ad Hoc Committees

1. **Nominating Committee** nominates candidates for the offices to be filled. The Committee is composed of three (3) Council members appointed by the Council Chair. The Nominating Committee serves as an AdHoc Committee and is not subject to the Robert's Rules of Order or the provisions of the Ralph M. Brown Act.
2. **Interviewing Committee** nominates at-large candidates for the Council to be approved by the Board. The Committee shall consist of no less than two (2) Executive Committee members and shall assist the DSS AAA staff interview candidates that meet the Council's qualifying criteria. DSS AAA staff may also ask the Interviewing Committee to assist with the development of the interview questions. The Interviewing Committee serves as an AdHoc Committee and is not subject to the Robert's Rules of Order or the provisions of the Ralph M. Brown Act.
3. AdHoc Committees may be created from time to time by the Council or Committees for the purpose of studying or handling a special subject or matter referred to it by the Council. An Ad Hoc Committee should not function for longer than one year unless the original work of the Committee is not completed, or additional tasks are assigned. Reports or recommendations by these Committees shall be made to the Council.

Section 4 - Rules of Procedures for Committees

1. When holding public meetings in the community, the Council and its Committees shall elicit opinions from the community who wish to comment or have questions.
2. All recommendations and/or reports of the Committees shall be brought to the Council through the Chair of the Committee or the person so designated.
3. Agendas for Committee meetings shall be developed by the Chair of the Committee with the assistance of DSS AAA Staff.

4. Committee members that are also members of the full Council shall abstain from voting on items which include a conflict of interest in accord with Article V, Section 6.

Article X

REIMBURSEMENT FOR COUNCIL MEMBERS

1. Council members shall be reimbursed for reasonable and necessary expenses in performing Council functions duly authorized by the Executive Committee or the full Council, within the limits of the budget for the AAA, with travel allowances as determined by County of Monterey Travel and Business Expense Reimbursement Policy.

Article XI

STAFF AND COUNTY RESPONSIBILITIES

1. Administration of the AAA, and local implementation of the Older Americans Act, Older Californians Act, and the California Department of Aging mandates, development of the AAA's Four-Year Area Plan, and development of necessary policies and procedures shall be performed by the DSS.
    a. The County shall allocate staff as needed and available within the County DSS Budget for the administration of the AAA mandates.
2. Administration of the budget and processing of revenue and expenditures shall be performed by the County of Monterey Auditor/Controller's Office.
3. Support for the Council to conduct meetings shall be provided by County DSS AAA staff and may include;
    a. Scheduling Zoom or in person meetings;
    b. Developing/issuing agendas and meeting minutes;
    c. Securing meeting rooms; and
    d. Providing supplies, copies, e-mail, U.S. mail, interoffice mail, and equipment (telephones, fax, computers).

Article XII

PARLIAMENTARY PROCEDURES

The Robert's Rules of Order of Parliamentary Procedures shall govern procedural questions or points of order for the full Council and Standing Committees.

Article XIII

AMENDMENTS TO BYLAWS

Council Bylaws

1. The County shall provide supportive services to the Council on these Bylaws.
2. Bylaws may be amended at any Council meeting by a majority vote of the Council members, provided that the proposed amendments have been submitted in writing and reviewed by the Council at their preceding Council meeting.
3. Bylaws may be amended by County DSS AAA staff with County Counsel approval.
4. Any resolutions of the Board of Supervisors, when it is in conflict with these Bylaws, shall be considered an automatic amendment to the Council Bylaws (such County Resolution shall be attached to the Council Bylaws).
5. Copies of suggested revisions to these Bylaws will be submitted to the Board of Supervisors along with the minutes of the Council meeting at which they were adopted.
6. The California Department of Aging has encouraged local review of Council Bylaws every five (5) years.

BYLAWS-PROPOSED REDLINED

COUNTY OF MONTEREY ~~COUNTY~~ AREA AGENCY ON AGING ADVISORY COUNCIL

Article I

NAME AND AUTHORIZATION

Section 1 - Name

The name of this organization shall be the County of Monterey ~~County~~ Area Agency on Aging Advisory Council ~~(AAA-AC)~~, hereafter called the Council.

Section 2 - Authorization

By resolution on May 13, 1980, and amended by Resolution 85-1 on January 8, 1985, and amended on May 17, 2011, October 17, 2017, ~~and~~ June 21, 2022, and August 5, 2025 ~~by~~ the County of Monterey ~~County~~ Board of Supervisors, hereafter called the Board, established the ~~AAA-AC~~Council to provide advice and assistance to the Board and the Area Agency on Aging (AAA), as administered by the County of Monterey ~~County~~ Department of Social Services (~~MC~~DSS), hereafter called the County.

Article II

STATEMENT OF PURPOSES AND FUNCTIONS

1. The Council shall carry out advisory and advocacy functions, which further the AAA mission of developing and coordinating community-based systems of services for all older persons in the planning and service area. The Council shall advise ~~MC~~DSS AAA staff relative to:
   - ~~1.~~a. Developing and a~~A~~dministering the Area Plan and Area Plan Updates;
   - ~~2.~~b. Conducting public hearings;
   - ~~3.~~c. Representing the interest of older persons and people with disabilities; and

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~~4.~~d. Reviewing and commenting on ~~all~~ community policies, programs and actions which affect older persons with the intent of assuring maximum coordination and responsiveness to older persons.

~~5.~~

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Article III

COUNCIL COMPOSITION AND REQUIREMENTS

Section 1 - Composition of the Council

The composition of the Council shall be as determined by the Board in accordance with State and Federal guidelines.

Section 2 - Selection of Council Members

1. Each member of the Board (5) shall appoint one member to serve for a three (3) year term.
2. The Council shall recommend to the Board ten (10) Community-at-Large Representatives for appointment to membership on the Council.
3. Council membership shall consist of *(Older Americans Act Title III Part A Section 306 (5) (D); 2006 Amendments):*
    a. Older individuals (including minority individuals and older individuals residing in rural areas) who are participants or are eligible to participate in programs assisted under the Older Americans Act;
    b. Family caregivers;
    c. Service providers (not those under contract with the AAA);
    d. Representatives of the business community;
    e. Local elected officials;
    f. Providers of veterans' health care; and
    g. The general public.
4. Members of the California Senior Legislature (CSL) and the California Commission on Aging (CCoA) from Monterey County who are not members of the ~~Monterey County AAA-AC~~Council shall be ex-officio members of the Council without voting privileges.

Section 3 - Terms of Membership

1. Terms of Council members shall begin on January 1, shall be three (3) years in length and are to be staggered, one third (5 members) each year.
2. Council members appointed to fill vacancies, which occur during a term, shall complete those terms.

Section 4 - Vacancies

1. A vacancy shall exist:
    a. When a Council member submits a resignation to the Council Chair, and, if appropriate, to the appointing Board of Supervisors;

b. When a Council member fails to attend three consecutive Council meetings without cause or fails to attend four regular Council meetings within the calendar year;~~in twelve (12) months;~~
c. When a death, disability or any other circumstance prevents a Council member from completing a term; or
d. When a Council member no longer resides in the County, or otherwise does not meet the qualifications for the appointment.

2. Upon majority recommendations of the Council, any Council member may be removed from office by a majority vote of the Board.
3. When a prospective vacancy is imminent, or when a Council member resigns, the Council Chair shall forthwith notify the Clerk of the Board in writing.
4. Other vacancies that occur shall be filled by election for the remainder of the unexpired term by the voting members of the Council.

Article IV

OFFICES

Section 1 - Officers and Terms

1. The officers of the Council shall be the Chair and the Vice-Chair.
2. The term of office shall be two (2) years approximately based on scheduled Council meetings. Current officers shall continue to the next election.
3. Should the office of the Chair become vacant, the Vice-Chair shall succeed to that office.

Section 2 - Election and Nomination of Officers

1. Each election year (biennially, every two years), the Chair shall appoint a Nominating Committee.
2. The Nominating Committee shall present to the Council their slate of officer nominations before the scheduled elections.
3. The full Council shall elect its officers at a meeting convened as prescribed by these Bylaws. An individual receiving the most votes cast for an office shall be deemed elected. Nominations may be made from the floor.
4. The election shall be open, i.e. not a secret ballot, in compliance with the Ralph M. Brown Act.

Section 3 - Duties of Officers

1. The duties of the Chair shall be as follows:
   a. Preside at all meetings of the Council and of the Executive Committee;
   b. Call special meetings of the Council and of the Executive Committee when necessary;
   c. Appoint members to Committees;
   ~~Serve as an ex-officio member of all Committees;~~

d. Work with ~~MC~~DSS AAA staff to prepare an agenda for each meeting and for such other purpose as may be desirable;
e. Assure that members of the public have an opportunity to speak at the appropriate time during Council meetings;
f. Perform all other duties necessary or incidental to the office; ~~and~~
g. Act as liaison to the Board of Supervisors; and~~.~~
h. Shall be appointed by the AAA Director or their designee to the Triple A Council of California (TACC) in accordance with California Welfare and Institutions Code § 9403, and:
    i Represent the Council at TACC meetings and events;
    ii Advocate for the interests of older individuals and people with disabilities in Monterey County;
    iii Provide regular reports and updates to the Council on TACC activities and initiatives; and
    iv Serve a continuous term while holding the position of Chair.

2. The duties of the Vice-Chair shall be as follows:
    a. Assume the duties of the Chair during any absence, upon resignation, or unavailability of the Chair; and
    b. ~~Serve as an ex-officio member of all committees; and~~
    c. Serve as parliamentarian.
3. ~~MC~~DSS AAA staff shall preside over meetings when both the Chair and Vice-Chair are absent.

Article V

MEETINGS

Section 1 - Regular Meetings of the Council

The Council shall hold regular meetings bi-monthly. Notification of the time and place of meetings shall be given at least three (3) days in advance to members of the Council, to the Board, to representatives of the media who have filed for notice, to agency members and to persons in the community who have filed requests in advance. Notification of any change in the time and place of meetings shall be given at least three (3) days in advance.

Section 2 - Special Meetings of the Council

Special meetings of the Council may be called by order of the Chair or by a majority of the Council. No business other than that for which the meeting was called shall be considered. Notice shall be given at least twenty-four (24) hours in advance of such meeting.

Section 3 - Closed Session Meetings

The Council shall not hold a closed session or any meeting which excludes the public without first advising the County Counsel of the specific purpose or purposes of such meeting and receiving written advice from such Counsel that it is legal to hold such a

session or meeting. The County Counsel will use their discretion as to whether they will be represented at any closed session held by the Council.

Section 4 - Quorum

1. A quorum is the majority of current Council mMembers. For the ~~AAA AC~~Council and Standing Committees, a quorum equals a majority of those members currently appointed.
2. The ~~Advisory~~ Council will determine excused or unexcused absences when roll call is taken at each Council meeting.

Section 5 - Public Participation in Council Meetings

1. The Council encourages the public to attend Council meetings.
2. Copies of the agenda shall be made available to visitors.

Section 6 - Voting Requirements and Procedures

1. Only duly appointed Council members shall be entitled to vote.
2. Council mMembers shall be in attendance to vote.
3. Proxy voting shall not be permitted.

Section 7 - Conflict of Interest

Any member of the Council may be in conflict of interest if they are a volunteer, employee, officer, owner or shareholder of a provider obtaining funds or materials from the ~~Area Agency on Aging~~AAA. Members should be aware of their own potential conflicts of interest. and shall recuse themselves from any planning, discussion, review, or selection of funding.

Article VI

ANNUAL ~~REPORT~~AREA PLAN

Area Plan and Area Plan Update ~~Reports~~

1. An Annual ~~Report~~Area Plan, which consists of the Area Plan or the Area Plan Update, shall be prepared annually by ~~MC~~DSS AAA sStaff and reviewed and approved by the Council. The Area Plan~~Report~~ shall contain a summary of the planned services; a list of individual Council members; and any other information requested by the Board and State of California.
2. Copies of the ~~Report~~ approved Area Plan and Area Plan Updates will be submitted to the Board by ~~MC~~DSS AAA sStaff.

Article VII

MEETINGS ON ANNUAL AREA PLAN AND OTHER MATTERS

Public Hearing on Area Plan and Area Plan Updates

1. Public Hearings on the ~~Agency's~~ AAA's Area Plan or Area Plan Update shall be held each year. Such hearings shall be widely advertised for the purpose of providing area residents with the opportunity for comments and recommendations thereon.
2. Regular Council business shall be transacted through Standing Committees and the full Council following Robert's Rules of Order and the provisions of the Ralph M. Brown Act.

Article VIII

OTHER RECORDS, REPORTS AND STATEMENTS

Section 1 - Records, Reports, and Statements

Records, reports and statements shall be delivered to the Council members at least seventy-two (72) hours prior to the date of the meeting at which such record, report or statement is to be proposed for consideration and action thereon by the Council. However, if the need to take action arose subsequent to the agenda being posted and there is an emergency need for immediate action, two-thirds (2/3) of members shall determine the need to add items to the agenda during the meeting.

Article IX

COMMITTEES

Section 1 - Appointment to Committee

1. The Committees of the Council, with the exception of the Executive Committee, shall be composed of Council members ~~and other members of the community~~, appointed for a one (1) year term by the Chair. Each Council member shall serve on at least one S~~s~~tanding Committee. The Chair shall also appoint, subject to concurrence by the Council, a Council member to be the Committee Chair, and the Committee Chair shall appoint another member as Vice-Chair of each Committee. Meetings of the respective Committees shall be held subject to the call of the respective Chairs thereof, or upon request by a majority of the members. The Vice-Chair shall preside over meetings when the Chair is absent. DSS AAA staff shall preside over meetings when both the Chair and Vice-Chair are absent.
2. A Committee is any subsidiary group appointed by the Council Chair to assist the Council. ~~With the exception of the Committee Chair, Committee members need not be Council members except for the Executive Committee, Nominating and Interviewing Committees.~~

3. Council members on any Committee may not equal as many as a quorum of the Council. The Committee shall be authorized to help carry out the duties and functions of the Council. The actions and recommendations of a Committee, with the exception of the Executive Committee, shall not be deemed the action of the Council and shall in no way bind the Council or its members.

Section 2 – Executive and Standing Committees

1. The **Executive Committee** shall consist of the officers of the Council, and up to four (4) Council members appointed by the Chair who have been approved by the Council. It may make recommendations to the Council or, if any emergency situation prevails, act upon such matters as are brought up for consideration by any member of the Committee. It shall report to the Council on its actions at the next regular meeting of the Council. A majority of the members of the Committee shall constitute a quorum for the transaction of business. Other mMembers of the Council may attend Executive and other Committee meetings, but without the privilege of voting. They may, if requested by members of the Committee, offer statement or opinions. The function of the Executive Committee is to develop Advisory Council meeting agendas, follow activities of the Sstanding Committees, prepare and review Bylaws and work with staff on matters related to Council training and development.
2. **Planning, Evaluation and Allocations Committee** assists the Council in developing the Annual Reports Area Plans (Four Year Area Plan and the Annual Area Plan Updates) and the Request for Proposals to solicit bids from providers to perform services. It monitors the goals and objectives of the Area Plan. The Committee recommends methods for assessing community needs and receiving public opinion on service priorities recommended in the Area Plan. The Committee reviews grant proposals from community providers, makes funding recommendations to the Council and performs contract monitoring visits. It assists the AAA with long term care system planning, development and coordination. This Ccommittee may perform research and analysis for the development of innovative service delivery systems and programs.
3. The **Legislation and Advocacy Committee** discusses proposed legislation (Federal, State and local laws) and advises the AAA on social policies affecting seniors and people with disabilities.
4. **The Nominating Committee** nominates candidates for the offices to be filled. The Committee is composed of three (3) Council members appointed by the Council Chair.
5. **The Interviewing Committee** nominates at-large candidates for the Council to be approved by the Board. The Committee shall consist of no less than two (2) Executive Committee Members and shall assist the MCDSS AAA Staff interview candidates that meet the Council's qualifying criteria. MCDSS AAA Staff may also ask the Interviewing Committee to assist with the development of the interview questions.
6.

Section 3 - Ad Hoc Committees

1. **Nominating Committee** nominates candidates for the offices to be filled. The Committee is composed of three (3) Council members appointed by the Council Chair. The Nominating Committee serves as an AdHoc Committee and is not subject to the Robert's Rules of Order or the provisions of the Ralph M. Brown Act.
2. **Interviewing Committee** nominates at-large candidates for the Council to be approved by the Board. The Committee shall consist of no less than two (2) Executive Committee members and shall assist the DSS AAA staff interview candidates that meet the Council's qualifying criteria. DSS AAA staff may also ask the Interviewing Committee to assist with the development of the interview questions. The Interviewing Committee serves as an AdHoc Committee and is not subject to the Robert's Rules of Order or the provisions of the Ralph M. Brown Act.

~~1.~~3. ~~Special~~ AdHoc Committees may be created from time to time by the Council or Committees for the purpose of studying or handling a special subject or matter referred to it by the Council. An Ad Hoc Committee should not function for longer than one year unless the original work of the Committee is not completed, or additional tasks are assigned. Reports or recommendations by these Committees shall be made to the Council.

Section 4 - Rules of Procedures for Committees

1. When holding public meetings in the community, the Council and its Committees shall elicit opinions from the community who wish to comment or have questions.
2. All recommendations and/or reports of the Committees shall be brought to the Council through the Chair of the Committee or the person so designated.
3. Agendas for Committee meetings shall be developed by the Chair of the Committee with the assistance of ~~MC~~DSS AAA Staff.
4. Committee members that are also members of the full ~~AAA AC~~Council shall abstain from voting on items which include a conflict of interest in accord with Article V, Section 6.

Article X

REIMBURSEMENT FOR COUNCIL MEMBERS

1. Council members shall be reimbursed for reasonable and necessary expenses in performing Council functions duly authorized by the Executive Committee or the full Council, within the limits of the budget for the ~~Area Agency on Aging~~AAA, with travel allowances as determined by County of Monterey ~~County~~ Travel and Business Expense Reimbursement Policy.

Article XI

STAFF AND COUNTY RESPONSIBILITIES

1. Administration of the ~~Area Agency on Aging~~AAA, and local implementation of the Older Americans Act, Older Californians Act, and the California Department of Aging mandates, development of the ~~Agency's~~ AAA's Four-Year Area Plan, and development of necessary policies and procedures shall be performed by the ~~Department of Social Services~~DSS.
    a. The County shall allocate staff as needed and available within the County DSS Budget for the administration of the ~~Area Agency on Aging~~AAA mandates.
2. Administration of the budget and processing of revenue and expenditures shall be performed by the County of Monterey Auditor/Controller's Office.
3. Support for the ~~AAA Advisory~~ Council to conduct meetings shall be provided by County DSS AAA staff and may include;
    a. Scheduling Zoom or in person meetings;
    b. Developing/issuing agendas and meeting minutes;
    c. Securing meeting rooms; and
    d. Providing supplies, copies, e-mail, U.S. mail, interoffice mail, and equipment (telephones, fax, computers).

Article XII

PARLIAMENTARY PROCEDURES

The Robert's Rules of Order of Parliamentary Procedures shall govern procedural questions or points of order for the full Council and Standing Committees.

Article XIII

AMENDMENTS TO BYLAWS

Council Bylaws

1. The County shall provide supportive services to the ~~AAA AC~~Council on these Bylaws.
2. Bylaws may be amended at any Council meeting by a majority vote of the Council members, provided that the proposed amendments have been submitted in writing and reviewed by the Council at their preceding Council meeting.
3. Bylaws may be amended by County DSS AAA ~~S~~staff with County Counsel approval.
4. Any resolutions of the Board of Supervisors, when it is in conflict with these Bylaws, shall be considered an automatic amendment to the Council Bylaws (such County Resolution shall be attached to the Council Bylaws).

5. Copies of suggested revisions to these Bylaws will be submitted to the Board of Supervisors along with the minutes of the ~~AAA-AC~~Council meeting at which they were adopted.
6. The California Department of Aging has encouraged local review of ~~AAA-AC~~Council Bylaws every five (5) years.

BYLAWS

MONTEREY COUNTY AREA AGENCY ON AGING
ADVISORY COUNCIL

Article I

NAME AND AUTHORIZATION

Section 1 – Name

The name of this organization shall be the Monterey County Area Agency on Aging Advisory Council (AAA-AC), hereafter called the Council.

Section 2 – Authorization

By resolution on May 13, 1980, and amended by Resolution 85-1 on January 8, 1985, and amended on May 17, 2011, October 17, 2017 and June 21, 2022 by the Monterey County Board of Supervisors, hereafter called the Board, established the AAA-AC to provide advice and assistance to the Board and the Area Agency on Aging (AAA), as administered by the Monterey County Department of Social Services (MCDSS), hereafter called the County.

Article II

STATEMENT OF PURPOSES AND FUNCTIONS

1. The Council shall carry out advisory functions which further the AAA mission of developing and coordinating community-based systems of services for all older persons in the planning and service area. The Council shall advise MCDSS AAA staff relative to: Developing and Administering the Area Plan;
2. Conducting public hearings;
3. Representing the interest of older persons; and
4. Reviewing and commenting on all community policies, programs and actions which affect older persons with the intent of assuring maximum coordination and responsiveness to older persons.

5. -

Article III

COUNCIL COMPOSITION AND REQUIREMENTS

Section 1 – Composition of the Council

The composition of the Council shall be as determined by the Board in accordance with State and Federal guidelines.

Section 2 – Selection of Council Members

1. Each member of the Board (5) shall appoint one member to serve for a three(3) year term.
2. The Council shall recommend to the Board ten (10) Community-at-Large Representatives for appointment to membership on the Council.
3. Council membership shall consist of *(Older Americans Act Title III Part A Section 306 (5) (D); 2006 Amendments):*
    a. Older individuals (including minority individuals and older individuals residing in rural areas) who are participants or are eligible to participate in programs assisted under the Older Americans Act;
    b. Family caregivers;
    c. Service providers (not those under contract with the AAA);
    d. Representatives of the business community;
    e. Local elected officials;
    f. Providers of veterans' health care; and
    g. The general public.
4. Members of the California Senior Legislature (CSL) and the California Commission on Aging (CCoA) from Monterey County who are not members of the Monterey County AAA-AC shall be ex-officio members of the Council without voting privileges.

Section 3 – Terms of Membership

1. Terms of Council members shall begin on January 1, shall be three (3) years in length and are to be staggered, one third (5 members) each year.
2. Council members appointed to fill vacancies, which occur during a term, shall complete those terms.

Section 4 -- Vacancies

1. A vacancy shall exist:
    a. When a Council member submits a resignation to the Council Chair, and, if appropriate, to the appointing Supervisor;
    b. When a Council member fails to attend three consecutive Council meetings without cause or fails to attend four regular Council meetings in twelve (12) months;

c. When a death, disability or any other circumstance prevents a Council member from completing a term; or
d. When a Council member no longer resides in the County, or otherwise does not meet the qualifications for the appointment.

2. Upon majority recommendations of the Council, any Council member may be removed from office by a majority vote of the Board.
3. When a prospective vacancy is imminent, or when a Council member resigns, the Council Chair shall forthwith notify the Board in writing.
4. Other vacancies that occur shall be filled by election for the remainder of the unexpired term by the voting members of the Council.

Article IV

OFFICES

Section 1 – Office*rs* and Terms

1. The officers of the Council shall be the Chair and the Vice-Chair.
2. The term of office shall be two (2) years approximately based on scheduled Council meetings. Current officers shall continue to the next election.
3. Should the office of the Chair become vacant, the Vice-Chair shall succeed to that office.

Section 2 – Election and Nomination of Officers

1. Each year the Chair shall appoint a Nominating Committee.
2. The Nominating Committee shall present to the Council their slate of officer nominations before the scheduled elections.
3. The full Council shall elect its officers at a meeting convened as prescribed by these Bylaws. An individual receiving the most votes cast for an office shall be deemed elected. Nominations may be made from the floor.
4. The election shall be open, i.e. not a secret ballot, in compliance with the Ralph M. Brown Act.

Section 3 – Duties of Officers

1. The duties of the Chair shall be as follows:
    a. Preside at all meetings of the Council and of the Executive Committee;
    b. Call special meetings of the Council and of the Executive Committee when necessary;
    c. Appoint members to Committees;
    d. Serve as an ex-officio member of all Committees;
    e. Work with MCDSS AAA staff to prepare an agenda for each meeting and for such other purpose as may be desirable;
    f. Assure that members of the public have an opportunity to speak at the appropriate time during Council meetings;

g. Perform all other duties necessary or incidental to the office; and
h. Act as liaison to the Board of Supervisors.

2. The duties of the Vice-Chair shall be as follows:
   a. Assume the duties of the Chair during any absence, upon resignation, or unavailability of the Chair;
   b. Serve as an ex-officio member of all committees; and
   c. Serve as parliamentarian.
3. MCDSS AAA staff shall preside over meetings when both the Chair and Vice-Chair are absent.

Article V

MEETINGS

Section 1 - Regular Meetings of the Council

The Council shall hold regular meetings bi-monthly. Notification of the time and place of meetings shall be given at least three (3) days in advance to members of the Council, to the Board, to representatives of the media who have filed for notice, to agency members and to persons in the community who have filed requests in advance. Notification of any change in the time and place of meetings shall be given at least three (3) days in advance.

Section 2 - Special Meetings of the Council

Special meetings of the Council may be called by order of the Chair or by a majority of the Council. No business other than that for which the meeting was called shall be considered. Notice shall be given at least twenty-four (24) hours in advance of such meeting.

Section 3 - Closed Session Meetings

The Council shall not hold a closed session or any meeting which excludes the public without first advising the County Counsel of the specific purpose or purposes of such meeting and receiving written advice from such Counsel that it is legal to hold such a session or meeting. The County Counsel will use their discretion as to whether they will be represented at any closed session held by the Council.

Section 4 - Quorum

1. A quorum is the majority of current Council Members. For the AAA-AC, a quorum equals a majority of those members currently appointed.
2. The Advisory Council will determine excused or unexcused absences when roll call is taken at each Council meeting.

Section 5 – Public Participation in Council Meetings

1. The Council encourages the public to attend Council meetings.

2. Copies of the agenda shall be made available to visitors.

Section 6 - Voting Requirements and Procedures

1. Only duly appointed Council members shall be entitled to vote.
2. Council Members shall be in attendance to vote.
3. Proxy voting shall not be permitted.

Section 7 – Conflict of Interest

Any member of the Council may be in conflict of interest if they are a volunteer, employee, officer, owner or shareholder of a provider obtaining funds or materials from the Area Agency on Aging. Members should be aware of their own potential conflicts of interest. and shall recuse themselves from any planning, discussion, review, or selection of funding.

Article VI

ANNUAL REPORT

Area Plan and Area Plan Update Reports

1. An Annual Report, which consists of the Area Plan or the Area Plan Update, shall be prepared annually by MCDSS AAA Staff. The Report shall contain a summary of the planned services; a list of individual Council members; and any other information requested by the Board and/State of California.
2. Copies of the Report will be submitted to the Board by MCDSS AAA Staff.

Article VII

MEETINGS ON ANNUAL PLAN AND OTHER MATTERS

Public Hearing on Area Plan and Area Plan Updates

1. Public Hearings on the Agency's Area Plan or Area Plan Update shall be held each year. Such hearings shall be widely advertised for the purpose of providing area residents with the opportunity for comments and recommendations thereon.
2. Regular Council business shall be transacted through Committees and the full Council following Robert’s Rules of Order and the provisions of the Ralph M. Brown Act.

Article VIII

OTHER RECORDS, REPORTS AND STATEMENTS

Section 1 – Records, Reports, and Statements

Records, reports and statements shall be delivered to the Council members at least seventy-two (72) hours prior to the date of the meeting at which such record, report or statement is to be proposed for consideration and action thereon by the Council. However, if the need to take action arose subsequent to the agenda being posted and there is an emergency need for immediate action, two-thirds (2/3) of members shall determine the need to add items to the agenda during the meeting.

Article IX

COMMITTEES

Section 1 – Appointment to Committee

1. The Committees of the Council, with the exception of the Executive Committee, shall be composed of Council members and other members of the community, appointed for a one (1) year term by the Chair. Each Council member shall serve on at least one standing Committee. The Chair shall also appoint, subject to concurrence by the Council, a Council member to be the Chair of each Committee. Meetings of the respective Committees shall be held subject to the call of the respective Chairs thereof, or upon request by a majority of the members.
2. A Committee is any subsidiary group appointed by the Council Chair to assist the Council. With the exception of the Committee Chair, Committee members need not be Council members except for the Executive Committee, Nominating and Interviewing Committees.
3. Council members on any Committee may not equal as many as a quorum of the Council. The Committee shall be authorized to help carry out the duties and functions of the Council. The actions and recommendations of a Committee, with the exception of the Executive Committee, shall not be deemed the action of the Council and shall in no way bind the Council or its members.

Section 2 – Executive and Standing Committees

1. **The Executive Committee** shall consist of the officers of the Council, and up to four (4) Council members appointed by the Chair who have been approved by the Council. It may make recommendations to the Council or, if any emergency situation prevails, act upon such matters as are brought up for consideration by any member of the Committee. It shall report to the Council on its actions at the next regular meeting of the Council. A majority of the members of the Committee shall constitute a quorum for the transaction of business. Other Members of the Council may attend Executive and other Committee meetings, but without the privilege of voting. They may, if requested by members of the Committee, offer

statement or opinions. The function of the Executive Committee is to develop Advisory Council meeting agendas, follow activities of the standing Committees, prepare and review Bylaws and work with staff on matters related to Council training and development.

2. **Planning, Evaluation and Allocations Committee** assists the Council in developing the Annual Reports (Four Year Area Plan and the Annual Area Plan Updates) and the Request for Proposals to solicit bids from providers to perform services. It monitors the goals and objectives of the Area Plan. The Committee recommends methods for assessing community needs and receiving public opinion on service priorities recommended in the Area Plan. The Committee reviews grant proposals from community providers, makes funding recommendations to the Council and performs contract monitoring visits. It assists the AAA with long term care system planning, development and coordination. This committee may perform research and analysis for the development of innovative service delivery systems and programs.
3. **The Legislation and Advocacy Committee** discusses proposed legislation (Federal, State, and local laws) and advises the AAA on social policies affecting seniors and people with disabilities.
4. **The Nominating Committee** nominates candidates for the offices to be filled. The Committee is composed of three (3) Council members appointed by the Council Chair.
5. **The Interviewing Committee** nominates at-large candidates for the Council to be approved by the Board. The Committee shall consist of no less than two (2) Executive Committee Members and shall assist the MCDSS AAA Staff interview candidates that meet the Council's qualifying criteria. MCDSS AAA Staff may also ask the Interviewing Committee to assist with the development of the interview questions

Section 3 – Ad Hoc Committees

1. Special Committees may be created from time to time by the Council or Committees for the purpose of studying or handling a special subject or matter referred to it by the Council. An Ad Hoc Committee should not function for longer than one year unless the original work of the Committee is not completed, or additional tasks are assigned. Reports or recommendations by these Committees shall be made to the Council.

Section 4 – Rules of Procedures for Committees

1. When holding public meetings in the community, the Council and its Committees shall elicit opinions from the community who wish to comment or have questions.
2. All recommendations and/or reports of the Committees shall be brought to the Council through the Chair of the Committee or the person so designated.
3. Agendas for Committee meetings shall be developed by the Chair of the Committee with the assistance of MCDSS AAA Staff.

4. Committee members that are also members of the full AAA-AC shall abstain from voting on items which include a conflict of interest in accord with Article V, Section 6.

Article X

REIMBURSEMENT FOR COUNCIL MEMBERS

1. Council members shall be reimbursed for reasonable and necessary expenses in performing Council functions duly authorized by the Executive Committee or the full Council, within the limits of the budget for the Area Agency on Aging, with travel allowances as determined by Monterey County Travel and Business Expense Reimbursement Policy.

Article XI

STAFF AND COUNTY RESPONSIBILITIES

1. Administration of the Area Agency on Aging, and local implementation of the Older Americans Act, Older California Act, and the California Department of Aging mandates, development of the Agency's Four-Year Plan, and development of necessary policies and procedures shall be performed by the Department of Social Services.
    a. The County shall allocate staff as needed and available within the County Budget for the administration of the Area Agency on Aging mandates.
2. Administration of the budget and processing of revenue and expenditures shall be performed by the County Auditor/Controller's Office.
3. Support for the AAA Advisory Council to conduct meetings shall be provided by County staff and may include;
    a. Scheduling Zoom or in person meetings;
    b. Developing/issuing agendas and meeting minutes;
    c. Securing meeting rooms; and
    d. Providing supplies, copies, e-mail, U.S. mail, interoffice mail, and equipment (telephones, fax, computers).

Article XII

PARLIAMENTARY PROCEDURES

The Robert's Rules of Order of Parliamentary Procedures shall govern procedural questions or points of order.

Article XIII

AMENDMENTS TO BYLAWS

Council Bylaws

1. The County shall provide supportive services to the AAA-AC on these Bylaws.
2. Bylaws may be amended at any Council meeting by a majority vote of the Council members, provided that the proposed amendments have been submitted in writing and reviewed by the Council at their preceding Council meeting.
3. Bylaws may be amended by County Staff with County Counsel approval.
4. Any resolutions of the Board of Supervisors, when it is in conflict with these Bylaws, shall be considered an automatic amendment to the Council Bylaws (such County Resolution shall be attached to the Council Bylaws).
5. Copies of suggested revisions to these Bylaws will be submitted to the Board of Supervisors along with the minutes of the AAA-AC meeting at which they were adopted.
6. The California Department of Aging has encouraged local review of AAA-AC Bylaws every five (5) years.

Introduced: 6/26/2025

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Resolution

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).

RECOMMENDATION:
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).

SUMMARY/DISCUSSION:
The General Assistance (GA) Program is a county-funded program that provides cash and in-kind assistance to indigent adults who are not eligible for other public assistance programs. The caseload has increased 30% compared to the prior fiscal year.
When the Department submitted their Mid-Year Estimates for FY 2024-25, it was estimated that the shortfall would be $406,417. The Department monitored the expenses and the Supplemental Security Income (SSI) reimbursements that offset the costs of the General Assistance Program. The shortfall realized at the end of the fiscal year ended up being $451,230.
The Department is requesting an increase in appropriations for the GA Entitlement Program of $451,230 due to the increase in caseload benefit costs for the FY 2024-25 Adopted Budget, financed by a reduction of Social Services General Fund Contribution (GFC).
OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrator's Office - Budget Office concurs with these actions.

FINANCING:
The requested FY 2024-25 Budget increase in appropriations of $451,230 in the General Assistance Fund 001-SOC001 is to cover a shortfall in appropriations due to the increase in General Assistance caseload benefit costs. To finance the increase of General Fund Contributions (GFC) in the GA Budget, an increase in the budgeted revenues is requested for $451,230 in the Social Services Fund

001-SOC005 FY 25 Adopted Budget. These prior year revenues were received in FY 24/25 and results in a decrease in GFC.

The recommended actions will not increase the overall Department's General Fund Contribution, as it merely transfer GFC funds between appropriation units for FY 2024/25.

The Department is reviewing ways to reduce the cost of the GA Program and plans to bring a report to the Budget Committee on recommendations in the next few months.
BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action correlates to the Health & Human Services Strategic Initiatives adopted by the Board of Supervisors by covering the shortfall of appropriations for the increased entitlement costs which provides benefits for residents of the County.

Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
__ Administration
X_ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Becky Cromer, Finance Manager III, x 4404

Approved by: Roderick Franks, Director of Social Services x4430

Attachment: Resolution

County of Monterey

Board Report

Item No.

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

Legistar File Number: RES 25-108

August 05, 2025

Introduced: 6/26/2025
Version: 1
Current Status: Agenda Ready
Matter Type: BoS Resolution

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).

RECOMMENDATION:
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).

SUMMARY/DISCUSSION:
The General Assistance (GA) Program is a county-funded program that provides cash and in-kind assistance to indigent adults who are not eligible for other public assistance programs. The caseload has increased 30% compared to the prior fiscal year.

When the Department submitted their Mid-Year Estimates for FY 2024-25, it was estimated that the shortfall would be $406,417. The Department monitored the expenses and the Supplemental Security Income (SSI) reimbursements that offset the costs of the General Assistance Program. The shortfall realized at the end of the fiscal year ended up being $451,230.

The Department is requesting an increase in appropriations for the GA Entitlement Program of $451,230 due to the increase in caseload benefit costs for the FY 2024-25 Adopted Budget, financed by a reduction of Social Services General Fund Contribution (GFC).

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrator’s Office - Budget Office concurs with these actions.

FINANCING:
The requested FY 2024-25 Budget increase in appropriations of $451,230 in the General Assistance Fund 001-SOC001 is to cover a shortfall in appropriations due to the increase in General Assistance caseload benefit costs. To finance the increase of General Fund Contributions (GFC) in the GA Budget, an increase in the budgeted revenues is requested for $451,230 in the Social Services Fund 001-SOC005 FY 25 Adopted Budget. These prior year revenues were received in FY 24/25 and results in a decrease in GFC.

The recommended actions will not increase the overall Department's General Fund Contribution, as it merely transfer GFC funds between appropriation units for FY 2024/25.

The Department is reviewing ways to reduce the cost of the GA Program and plans to bring a report to the Budget Committee on recommendations in the next few months.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action correlates to the Health & Human Services Strategic Initiatives adopted by the Board of Supervisors by covering the shortfall of appropriations for the increased entitlement costs which provides benefits for residents of the County.

Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
__ Administration
X_ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Becky Cromer, Finance Manager III, x 4404

Approved by: Roderick Franks, Director of Social Services x4430

Attachment: Resolution

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

Resolution No.:

Authorize and direct 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).)……...

WHEREAS, the General Assistance (GA) Program is a county-funded program that provides cash and in-kind assistance to indigent adults who are not eligible for other public assistance programs; and

WHEREAS, the General Assistance (GA) caseload increased 30% in comparison to the prior Fiscal Year 2023-24 which requires General Fund Contribution to cover the budget shortfall due to the increase in the client entitlement cost; and

WHEREAS, increased appropriations and General Fund Contributions (GFC) are required in the Social Services General Assistance Program to fund the increased caseload benefit costs; and

WHEREAS, increased revenues are required in the Social Services Program for prior year revenues received in FY 24/25, thereby reducing GFC to offset the requested increase in the GA Program; and

WHEREAS, the Board of Supervisors will need to authorize and direct the Auditor-Controller to amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations by $451,230 for the General Assistance Program - Fund 001, Appropriations Unit SOC001; and

WHEREAS, the Board of Supervisors will need to authorize and direct the Auditor-Controller to amend the Fiscal Year 2024-25 Adopted Budget to increase revenues by $451,230 in the Social Services Fund 001, Appropriations Unit SOC005.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Monterey hereby authorize and direct 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).

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

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

Resolution No.:

Authorize and direct 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).)……...

WHEREAS, the General Assistance (GA) Program is a county-funded program that provides cash and in-kind assistance to indigent adults who are not eligible for other public assistance programs; and

WHEREAS, the General Assistance (GA) caseload increased 30% in comparison to the prior Fiscal Year 2023-24 which requires General Fund Contribution to cover the budget shortfall due to the increase in the client entitlement cost; and

WHEREAS, increased appropriations and General Fund Contributions (GFC) are required in the Social Services General Assistance Program to fund the increased caseload benefit costs; and

WHEREAS, increased revenues are required in the Social Services Program for prior year revenues received in FY 24/25, thereby reducing GFC to offset the requested increase in the GA Program; and

WHEREAS, the Board of Supervisors will need to authorize and direct the Auditor-Controller to amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations by $451,230 for the General Assistance Program - Fund 001, Appropriations Unit SOC001; and

WHEREAS, the Board of Supervisors will need to authorize and direct the Auditor-Controller to amend the Fiscal Year 2024-25 Adopted Budget to increase revenues by $451,230 in the Social Services Fund 001, Appropriations Unit SOC005.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Monterey hereby authorize and direct 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).

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

Introduced: 7/17/2025
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

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.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
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.

SUMMARY/DISCUSSION:

The Board of Supervisors originally approved the Non-standard agreement on August 27, 2024; at that time the clause for the automatic renewal was mistakenly left off the Board Report. The Monterey County Sheriff's Office ("MCSO") is required to perform background clearances on all its personnel. Peace officer candidates have minimum selection standards as detailed in Government Code Sections 1029-1031.2. Additional restrictions are placed on peace officers by Penal Code 29805. The MCSO must perform a background check on all non-sworn employees (professional and jail support staffs) which adds significant time delays to filling positions (currently, this process is contracted out).
The MCSO has implemented the electronic Statement of Personal History (eSOPH) background investigation system. eSOPH is a browser based, case management software application designed to electronically conduct all steps of the background investigation process, from the acceptance of background information from the applicant to the hiring of the applicant. eSOPH is expandable and customizable. The background check requires the review of personal history statements, past employment, driving records, credit history, military service, and previous tenancy history and a polygraph.
The following law enforcement agencies use Miller Mendel eSOPH background investigation system: Riverside County Sheriff, Santa Clara County Sheriff, San Jose Police Department ("PD"), Stockton PD, Elk Grove PD, and San Luis Obispo PD.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved as to legal form. The Office of Risk Management notes the following non-standard provisions and is not authorized to approve based upon

the following: no representations or warranties, mutual indemnification, limited liability provisions, and automatic renewal (ever-green) provision. The Auditor-Controller has reviewed the agreement but does not agree to the non-standard payment provisions.

FINANCING:
The cost of this contract is included in the FY 2025-26 Recommended budget. There will be no increase in General Fund Contribution in the current fiscal year resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This contract meets the Board's strategic initiatives by hiring qualified employees to enable it to meet the Board's desire to: Reduce violent crime and homicides, create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow.
Mark a check to the related Board of Supervisors Strategic Plan Goals:

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

Prepared by: Arthur Curtright, Management Analyst II, Ext #3708
Reviewed by: Jason Smith, Chief Deputy Sheriff, Ext #3801
Reviewed by: Keith Boyd, Undersheriff, Ext #3859
Approved by: Tina Nieto, Sheriff/Coroner, Extension #3750

Attachments:
Board Report
Non-Standard Agreement
Amendment #1

County of Monterey

Board Report

Legistar File Number: A 25-312

Item No.21

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

August 05, 2025

Introduced: 7/17/2025

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
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.

SUMMARY/DISCUSSION:

The Board of Supervisors originally approved the Non-standard agreement on August 27, 2024; at that time the clause for the automatic renewal was mistakenly left off the Board Report. The Monterey County Sheriff's Office ("MCSO") is required to perform background clearances on all its personnel. Peace officer candidates have minimum selection standards as detailed in Government Code Sections 1029-1031.2. Additional restrictions are placed on peace officers by Penal Code 29805. The MCSO must perform a background check on all non-sworn employees (professional and jail support staffs) which adds significant time delays to filling positions (currently, this process is contracted out).
The MCSO has implemented the electronic Statement of Personal History (eSOPH) background investigation system. eSOPH is a browser based, case management software application designed to electronically conduct all steps of the background investigation process, from the acceptance of background information from the applicant to the hiring of the applicant. eSOPH is expandable and customizable. The background check requires the review of personal history statements, past employment, driving records, credit history, military service, and previous tenancy history and a polygraph.
The following law enforcement agencies use Miller Mendel eSOPH background investigation system: Riverside County Sheriff, Santa Clara County Sheriff, San Jose Police Department ("PD"), Stockton PD, Elk Grove PD, and San Luis Obispo PD.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved as to legal form. The Office of Risk Management notes the following non-standard provisions and is not authorized to approve

based upon the following: no representations or warranties, mutual indemnification, limited liability provisions, and automatic renewal (ever-green) provision. The Auditor-Controller has reviewed the agreement but does not agree to the non-standard payment provisions.

FINANCING:
The cost of this contract is included in the FY 2025-26 Recommended budget. There will be no increase in General Fund Contribution in the current fiscal year resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This contract meets the Board's strategic initiatives by hiring qualified employees to enable it to meet the Board's desire to: Reduce violent crime and homicides, create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow.
Mark a check to the related Board of Supervisors Strategic Plan Goals:

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

Prepared by: Arthur Curtright, Management Analyst II, Ext #3708
Reviewed by: Jason Smith, Chief Deputy Sheriff, Ext #3801
Reviewed by: Keith Boyd, Undersheriff, Ext #3859
Approved by: Tina Nieto, Sheriff/Coroner, Extension #3750

Attachments:
Board Report
Non-Standard Agreement
Amendment #1

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Monterey County
Board of Supervisors

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Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Chris Lopez to:

Agreement No.: A-17077
a. Approve and Authorize the Contracts and Purchasing Officer or their designee to execute a Non-Standard Agreement with Miller Mendel, Inc. for eSOPH background investigation system, for one (1) year effective upon signature, in the amount not to exceed $12,031; and
b. Approve and Authorize the Contracts and Purchasing Officer or their designee to execute a Non-Standard Letter Agreement with Experian for credit checks for background applicants, effective upon signature.

PASSED AND ADOPTED on this 27th day of August 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 August 27, 2024.

Dated: September 3, 2024
File ID: A 24-368
Agenda Item No.: 31

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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MASTER SOFTWARE SUBSCRIPTION SERVICES AGREEMENT

This Master Software Subscription Services Agreement (this "**Agreement**") is made and entered into on the last date signed below ("**Effective Date**") between **Miller Mendel, Inc.**, a Washington corporation with an address at 1425 Broadway, #430, Seattle, WA 98122 ("**MMI**"), and Monterey County, by and through the Monterey County Sheriff's Office, with an address at 1414 Natividad Rd, Salinas, CA 93906 (**Client**"). MMI and Client may each be referred to individually as a "**Party**" or collectively as the "**Parties**."

BACKGROUND

A. MMI is a technology company with a principal market in offering software subscription services to governmental and private entities;

B. Client desires to subscribe and use MMI's software system known as the "eSOPH" or "electronic Statement Of Personal History." The eSOPH System (defined below) is a web-based software system designed and developed to assist with pre-employment background investigations. The eSOPH System allows Client to manage pre-employment background investigations of persons who apply for employment with Client.

C. MMI is willing to allow Client and its Applicants to use the eSOPH System in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

AGREEMENT

1. DEFINITIONS. Except for the terms defined below, all initially capitalized terms used in this Agreement will have the meanings described within the text of this Agreement. As used herein, the following terms have the following defined meanings:

1.1 "*Applicant*" means a registered end-user that accesses the eSOPH System at the request of a Client to input or upload data or documents for the purpose of Client's management of one or more pre-employment background investigations.

1.3 *"Applicant Data"* means any data transmitted by Applicant to the eSOPH System.

1.4 *"Authorized User"* means any user, excluding Applicant(s), who accesses the eSOPH System on behalf of Client. For Clients within California and participating in the California Commission on Police Officer Standards and Training ("POST"), "Authorized User(s)" also includes Authorized Users from POST.

1.5 "***Available***" means that the eSOPH System is: (a) available and accessible for use via the web-based interface provided by MMI, provided that Client has an operational Internet connection and all compatible hardware and software, including web browsers, required to access and use the eSOPH System; and (b) functioning in substantial compliance with the Master Agreement and the Documentation.

1.6 "***Availability***" shall have the meaning described in Section 2.14 (Availability Standards).

1.7 "*Client*" means the entity stated in the first paragraph at the top of this page, licensed to use the eSOPH System in accordance with the terms and conditions of this Agreement.

1.8 "*Client Data*" means all data and other information uploaded or transmitted to or keyed into the eSOPH System by Client or an Applicant.

1.9 *"Client Specific Terms"* means the terms and conditions specific to Client included in a Quote.

1.10 "***Defect***" means a failure of eSOPH System to substantially conform to the functional specifications set forth in the Master Agreement or the Documentation.

1.11 [Deleted].

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1.12 "***Documentation***" means any training materials, product descriptions, technical descriptions, flow charts, or other written or other tangible documentation provided or made available to Client by MMI that describes or depicts the functionality of the eSOPH System.

1.13 ***"Entry"*** has the meaning ascribed to it in Section 2.3.2.

1.14 "***eSOPH System"*** means MMI's "electronic Statement Of Personal History" web-based software system designed and developed to assist with pre-employment background investigations, and all related Software. The eSOPH System allows MMI's clients to manage pre-employment background investigations of persons who apply for employment and volunteer positions with Client.

1.15 **"*Intellectual Property Rights*"** means all intellectual property rights throughout the world, whether existing under intellectual property, unfair competition or trade secret laws, or under statute or at common law or equity, including but not limited to: (i) copyrights, trade secrets, trademarks, trade names, patents, inventions, designs, logos and trade dress, "moral rights," mask works, rights of personality, publicity or privacy, and any other intellectual property and proprietary rights; and (ii) any registration, application or right to apply for any of the rights referred to in this clause; and (iii) any and all renewals, extensions and restorations thereof, now or hereafter in force and effect.

1.16 **"*Subscription Term*"** shall have the meaning given in Section 4.1 (Term).

1.17 **"*Subscription Year*"** shall mean the twelve (12) month period following the Effective Date and the twelve (12) month period following each anniversary of the Effective Date.

1.18 ***"Administrative User"*** means an Authorized User of Client's choosing listed on the Exhibit A who is authorized to grant initial eSOPH System login and password credentials to another Authorized User to access and use the eSOPH System and either (a) has completed an initial training session provided by MMI on or around the Setup Date or (b) is a successor designated by Client and qualifies in accordance with Section 2.6 (Administrative Users).

1.19 "***Quote***" means the written quotation delivered by MMI to Client for Subscription Fees, Setup Fees and Support Services and other costs and fees agreed by the Parties, applicable during the Subscription Term. Each Quote agreed to by the Parties is hereby incorporated into this Agreement, and the terms of the current Quote are hereby made material terms of this Agreement which shall supersede any conflicting prior terms.

1.20 **"*Renewal Term*"** shall have the meaning given in Section 4.2 (Renewal). "Subscription Term" may be used interchangeably with "Renewal Term", and the terms shall be interpreted to have the same effect and application, unless expressly stated otherwise.

1.21 "***Security Incident***" means an unauthorized third party gaining access to Client Data in MMI's storage, possession, or care if it was accessed in unencrypted readable form and either (a) it creates a substantial risk of harm to Client or any individual(s) or (b) applicable law requires notification to individuals' whose personal information was accessed.

1.22 **"*Services*"** means, collectively, the provision of the eSOPH System in accordance with the Section 2.9 (Support Services), related professional services, and any other services to be provided by MMI to Client pursuant to this Agreement.

1.23 "***Service Credit***" means a credit or refund issued pursuant to Section 2.14.2 (Uptime Guarantee; Remedies for Excessive Downtime) for failure to meet the Availability standards set forth in Section 2.14 (Availability Standards).

1.24 **"*Setup Date*"** means the day of activation and setup of Client's access to the eSOPH System, which will occur on the first day of training unless otherwise specified and agreed to in writing by the Parties.

1.25 "***Software***" means the eSOPH System, related proprietary software owned by MMI, and any third-party software required to operate the eSOPH System, all in machine readable, object code form, together with all enhancements, modifications, corrections and amendments thereto.

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1.26 "***Software Fees***" means fees paid for Entries, licensing fees for access to the eSOPH System, and any fees paid for maintenance and support allocable to a given calendar month. Such fees that are paid on an annual basis shall be pro-rated (e.g., fees paid for a Subscription Term shall be divided by 12 to determine the monthly amount) Software Fees allocable to a given month. Software Fees excludes fees paid for professional services (e.g., training, customization, set-up, or installation) and fees paid for corrective work outside the scope of the Support Services described in Section 2.9 (Support Services).

1.27 "***Support Request***" means a written request for resolution of a Defect submitted by Client to MMI.

1.28 "***Support Services***" means the support and maintenance services described in Section 2.9 (Support Services).

1.29 "***Total Authorized Cost***" shall have the meaning given in Section 3.6 (Total Contract Cost Authorized).

2. eSOPH SYSTEM LICENSE AND SUPPORT SERVICES

2.1 License Grant. MMI, by this Subscription, hereby grants to Client a revocable, limited license to access and use the eSOPH System commencing on the Setup Date and for the remainder of the Subscription Term in accordance with the terms and conditions of this Agreement. MMI will provide the eSOPH System to Client in accordance with the Quote for the then-current Subscription Term and terms of this Agreement (or any applicable successor Agreement).

2.2 Authorized User Designation. Client shall designate all current Administrative Users of the eSOPH System in accordance with Section 2.6 (Administrative Users). A current Administrative User may grant System access to additional Authorized Users. Client shall ensure its Authorized Users' compliance with the terms of this Agreement, and Client assumes and accepts all responsibility and all liability for each of Client's Authorized Users, and any user whom the Client, or Client's Authorized Users, grants eSOPH System access, including all their acts or omissions while accessing and using the eSOPH System and/or any information obtained through such access and use.

2.2.1 [Deleted]

2.2.2 [Deleted]

2.3 Set-Up and Use of the eSOPH System.

2.3.1 Upon execution of this Agreement by both parties and MMI's receipt of a purchase order issued by Client in accordance with Section 3 (Fees and Payments), MMI will commence work with Client to establish Client's account on the eSOPH System and provide setup and training for Client's access and use of the eSOPH System.

2.3.2 For each Applicant, an Authorized User (with appropriate permission levels set in the eSOPH System), must create an entry method into the eSOPH System for the Applicant. One method is by entering the Applicant's legal name and other identifying information into the eSOPH System. This is considered an "Entry." An Authorized User, may then grant access to the eSOPH System to the Applicant, who may use it to submit information to assist Client in executing its background investigation of such Applicant. The second entry method is for an Authorized User to create an access code within the eSOPH System. The access code, if given out to Applicants, will allow those Applicants with the access code to access the system with no further data entry by any Authorized User. The Applicant(s) then has/have access to the eSOPH System to submit information to assist Client in executing its background investigation of such Applicant(s). Each Applicant who accesses the system via the access code option will also be considered an "Entry". Any Authorized Users may access and use the eSOPH System for the purpose of adding information, and accessing and reviewing information submitted by Applicant(s). Any Authorized User, including Applicants, must be capable of entering into legally binding agreements.

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2.3.3 If Client intends to allow Authorized Users who are legal minors to access and use the eSOPH System, Client will, at Client's sole expense and risk, provide a legally sufficient release agreement to be executed by the minor's legal guardian(s), prior to the minor's access to the eSOPH System. The release must include language legally sufficient to hold MMI harmless and release MMI of all liability. Client agrees it shall be solely liable for such use, and will retain all executed release agreements, and will provide MMI a fully legible copy of the requested release agreement(s), if so requested by MMI, within five calendar days of MMI's request. Client is solely responsible for researching and complying with all laws regarding a minor's access to and use of the eSOPH System.

2.4 Restrictions on Use.

2.4.1 Except as expressly permitted below, Client (including its Authorized Users) is strictly forbidden from entering at any time fictitious data (e.g., names, social security numbers, addresses, phone numbers or other data) into the eSOPH System for "testing," "training," or any other purpose. MMI reserves the right to invoice Client at MMI's then-standard hourly rate, for the removal of any fictitious data entered by any Authorized User. MMI will provide to Client a "fake" applicant name and the other information necessary to conduct training and testing with its Authorized Users, at Client's request. MMI will remove the "fake" applicant from the eSOPH System, after requested by Client, at completion of Client's testing or training.

2.4.2 Client may use the eSOPH System only to aid in pre-employment background investigations for those Applicants who have applied for employment or a volunteer position within the Client's specific government agency (e.g., state government, township, county, city, and village). Client may not use the eSOPH System on behalf of other government agencies or entities. MMI reserves the right to invoice Client all fees equivalent to if the other entity were a direct Client of MMI. Client agrees to pay the fees in accordance with Section 3 (Fees and Payments).

2.4.3 Client shall not, and shall not permit any person to, access or use the eSOPH System to send or store obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or which infringes or otherwise violate third-party privacy rights, or harmful computer code.

2.5 Acknowledgment of Ownership and Limited License Rights. As between MMI and Client, MMI is the sole and exclusive owner of the eSOPH System (including all updates), Documentation, and all Intellectual Property Rights associated therewith. The eSOPH System is licensed, not sold, to Client. Client shall have only the rights specifically granted by MMI under this Agreement. No additional rights are granted or may be inferred. Client shall not: (i) make any modifications to any portion of the eSOPH System to which it is not intended to have access, via the user interface; (ii) copy, modify, or create derivative works or improvements of any portion of the eSOPH System, Software or Documentation; (iii) rent, lease, lend, sell, sublicense or assign eSOPH or the Documentation to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iv) attempt to reverse engineer, disassemble, reverse translate, decompile, decode or copy any portion of the eSOPH System, Software or Documentation; (v) access or use eSOPH for the development, provision, or use of a competing software service or product, nor assist any third-party in doing so; (vi) remove any patent, trademark, service mark, copyright or other proprietary rights notices which MMI places on the eSOPH System, Software or Documentation; or (vii) take any other actions inconsistent with the limited rights granted by this Agreement.

2.5.1 Client shall immediately notify MMI of any activity to which it becomes aware which may constitute infringement or attempted infringement of MMI's rights in and to the eSOPH System or any third-party rights, including violations of intellectual property law(s). Client shall provide MMI with all reasonable assistance necessary or desirable for MMI to protect any of its rights, including without limitation its Intellectual Property Rights, in connection with the eSOPH System and agrees, upon written request from MMI, to furnish any and all records and information regarding the party suspected of infringement.

2.6 Administrative Users. Client shall designate one person as their Primary Administrative User on Exhibit A, which is hereby incorporated into this Agreement. Client may designate additional Administrative Users

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authorized to contact MMI for Support Requests pursuant to Sections 2.9 (Support Services) and 2.10 (Support Request Requirements). As described within this Agreement, the person(s) listed in the Exhibit A are the only representatives of Client authorized to contact and submit support requests to MMI, and they are responsible for troubleshooting all Authorized User and Applicant issues prior to submitting support requests to MMI. Client is responsible for maintaining a current list of the Administrative User(s) with MMI, and must notify MMI within 48 hours of any change in an Administrative User by providing MMI an updated Exhibit A listing all of Client's Administrative Users. Client shall be responsible for training replacements for any of Client's Administrative Users. If Client requests MMI provide replacement training, such training shall be provided at MMI's then-standard rates for training. Client shall pay MMI's then standard hourly rate for support and assistance provided to Administrative Users necessitated from Client's failure to designate a properly trained person as an Administrative User.

2.7 System Updates. The eSOPH System may be updated on an as-needed basis by MMI or MMI contracted service providers. Client may need to update its Internet browsers, connections, Internet service, and some hardware from time to time to permit ongoing compatibility with the eSOPH System.

2.8 Sample Forms. The scope, content, format and other details of information and materials requested from Applicants through eSOPH as well as the forms and fields used to collect such information are within the exclusive control of Client and its Authorized Users. Any default or sample forms or fields provided or pre-loaded on the eSOPH System ("**Sample Forms**") are provided by MMI "as is" with no warranty of any kind, express or implied. If Client uses such Sample Forms, Client does so at Client's own risk, and Client is solely responsible for evaluating such Sample Forms' suitability for Client's purposes and making any necessary or appropriate changes, including without limitation changes required for compliance with laws and regulations that apply to Client. Client understands MMI does not maintain or provide updates to forms or other content within the control of Client through the user interface. Client is responsible for all updates to forms to maintain compliance with their own internal policies as well as state and federal regulations and laws.

2.9 Support Services. MMI shall provide the following services (the "Support Services") with respect to the eSOPH System:

2.9.1 MMI will use its commercially reasonable efforts to: (i) maintain the eSOPH System so that it operates without Defects; (ii) host and make the eSOPH System Available at all times excluding Scheduled Downtime; and (iii) cure or minimize the adverse impact of any Defect as soon as is reasonably practicable after such Defect is reported in accordance with this Section 2.9 (Support Services).

2.9.2 Subject to Client's maintaining suitable environments and systems that are compatible, MMI shall provide, install, and implement, as they become available, any bug fixes of the eSOPH System that are provided by MMI free of additional charge to all licensees of the eSOPH System.

2.9.3 *Excluded Services*. The Support Services do not include any of the following: (a) configuration of other applications required to access eSOPH System, including, but not limited to Client's internet service, operating systems, firewalls, or networking components; (b) Client's ongoing training needs; (c) any version upgrades of Client's 3rd party software used in connection with the eSOPH System; (d) enhancements, modifications, or customization to the eSOPH System performed at the Client's request and not intended to resolve a Defect; (e) any version or release of the eSOPH System that MMI may issue as a separate edition, including an alternative or premium version of eSOPH System for which additional fees may be required to access; or (f) resolution of Defects caused by any of the events described in Section 2.13 (Exclusions), below.

2.9.4 *MMI Support Hours*. MMI will provide support as outlined in this Agreement 365 days a year, 24 hours a day.

2.10 Support Request Requirements. Client must comply with all of the following requirements as a condition to receiving Support Services:

2.10.1 Attempted Resolution by Administrative User(s). Client's Administrative User(s) shall act as the first line of support to troubleshoot any Defects experienced by Applicants and Authorized Users. Only

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when an Administrative User cannot resolve the Defect should a Support Request be submitted to MMI. If a Defect is reported to MMI that an Administrative User, based on the initial training provided by MMI concurrent with setup of Client's account to access the eSOPH Platform, should have been able to resolve without MMI's assistance, MMI may refer such Defect back to Client's Administrate User(s) for resolution.

2.10.2 Submission by Administrative User(s). All Support Requests must be submitted by and through one of the Administrative Users on Client's most current Designation Form (Exhibit A). MMI is not required to respond to or resolve any Support Request that is submitted by a person other than a current Administrative User.

2.10.3 Information Required in Support Request. Each Support Request must include the following information, at a minimum ("Minimum Required Information"):

(a) Client's reasonable, good faith classification of the priority (High, Medium, or Low) of the reported Defect in accordance with the priority levels and definitions contained in Section 2.12 (Resolution Targets and Priority Levels), below, with explanation;

(b) Names of Applicants, References and Authorized Users involved with clear notation of their title;

(c) Date and time of each occurrence;

(d) Computer operating system used by party experiencing the defect;

(e) Name of internet browser and version;

(f) Specific steps to allow MMI personnel to recreate the issue;

(g) Exact wording of any error message received, URL or name of page it was received on, or a screen shot of the error;

(h) A description of all steps previously completed to resolve the defect; and

(i) If MMI has permission to contact the party directly, if needed. Include contact information.

2.10.4 *Additional Information*. In addition to the Minimum Required Information listed above, Client shall promptly provide MMI with such other information, files, and records related to the Defect that MMI reasonably requests.

2.10.5 *Access to Systems*. Subject to Client's applicable security requirements, Client shall provide MMI with access to and use of all systems and environments determined necessary by MMI to provide timely Support Services pursuant to these terms. If Client is unable to provide access, the Parties agree MMI may decline to fix the defect if a reasonable alternative is not available to MMI.

2.11 Response Times. MMI shall provide an initial response acknowledging each complete and validly submitted Support Request no later than 1 business day after it is received.

2.12 Resolution Targets and Priority Levels. MMI will prioritize resolution of Defects according to their severity, and not necessarily based on the order in which they were reported. Defects reported in Support Requests shall be classified using the priority levels and definitions set forth in the Table 2.12 (Priority Levels), below. Although Client is required to propose a priority level in its Support Request, MMI may reclassify the priority level of a Defect in its sole reasonable discretion, and such determination by MMI shall be final and controlling. MMI shall use its best commercially reasonable efforts to cure Defects within the target resolution times set forth in Table 2.12 (Priority Levels), which periods of time shall commence when a Support Request containing all Minimum Required Information is submitted. MMI shall have no obligation to respond to or resolve a Support Request (other than notifying Client that the Support Request is incomplete) unless and until all Minimum Required Information is provided. "Priority Levels" are defined in the following Table 2.12 (Priority Level

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TABLE 2.12

PRIORITY LEVELS

Priority	Description	Target Resolution Time
High: Complete outage or severe impact to Client's business function	A Defect is High priority if it (a) prohibits utilization of some or all functionality of the eSOPH System by all or most Authorized Users or Applicants; (b) has a serious potential impact to Client's business (e.g., an impacted business function is halted completely); ***and*** (b) no reasonably effective workaround is available.	24 hours
Medium: Partial outage or a workaround available	A Defect is Medium priority if it has a moderate impact on Client's business or it has a potentially serious impact but a reasonably effective workaround is available. For example, a Defect would have Medium priority if it only a small group of Authorize Users or Applicants are affected, or an impacted business function is not halted completely but is merely inconvenienced, or the issue can otherwise be circumvented by a reasonably effective and available workaround (e.g., use of a different web browser), other work functions can be completed in the meantime.	3 Business Days
Low: Cosmetic Issue, cosmetic defect	A Defect is Low priority it is merely cosmetic or has a negligible impact to Client's business functions, or other work functions can be completed in the meantime.	10 Business Days

2.13 Exclusions. MMI shall not be responsible for resolving and expressly disclaims liability and responsibility for lack of Availability or Defects to the extent caused by any of the following:

2.13.1 Client's negligence, abuse, misapplication, misconfiguration, or misuse of eSOPH System, including use of the eSOPH System in violation of the Master Agreement or any written instructions provided by MMI to Client from time to time;

2.13.2 Use of eSOPH System with any hardware, operating system version or network environment that is not supported by MMI, or other problems resulting from defects in Client's or a third party's software or hardware; or

2.13.3 Problems with Client and/or its Authorized Users' telecommunications systems, Client and/or its Authorized Users' internet service provider, or the public internet to the extent affecting internet performance on a general basis (e.g., such as a regional outage), natural disasters, denial of service attacks, acts of terrorism, labor strikes, any other force majeure event, or any other event reasonably beyond MMI's control.

2.14 Availability Standards

2.14.1 *Scheduled Downtime*. MMI shall strive to avoid and minimize disruptions to the availability and functioning of the eSOPH System. The eSOPH System may be unavailable for scheduled backup and system maintenance ("**Scheduled Downtime**") during off-peak hours between the hours of 10:00 p.m. and 3:00 a.m., Pacific Standard Time (the "**Maintenance Window**"). On a limited and discretionary basis, MMI may adjust the Maintenance Window to occur between the hours of 7:00 p.m. and 3:00 a.m. Pacific Standard Time by providing Client with at least 24 hours' notice posted on the log-in screen of the eSOPH System. MMI shall use its best commercially reasonable efforts to schedule all planned downtime during such Maintenance Window. If emergency maintenance must be performed on the eSOPH System which, in MMI's sole discretion, cannot wait

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until the normal Maintenance Window, MMI will promptly notify Client of such lack of Availability (in advance, if possible) and undertake reasonable commercial efforts to minimize the impact and duration of any such maintenance activity. Any such downtime for maintenance occurring outside the Maintenance Window shall not be deemed Scheduled Downtime for purposes of calculating the Availability percentage described in Section 2.14.3, below.

2.14.2 *Uptime Guarantee; Remedies for Excessive Downtime*. MMI shall provide Availability of the eSOPH System at least 99% of the time, excluding Scheduled Downtime and lack of Availability caused by the events described in Sections 2.13 and 2.14.3. In the event the Availability of the eSOPH System falls below 99% in any calendar month, MMI will issue to Client a service credit ("**Service Credit**") in the form of additional Entries equal to the percentage of Entries purchased by Client for the calendar month (Entries per current Subscription Term divided by the total months in the respective Subscription Term) set forth in the table below corresponding to the actual Availability of the Software. To receive Service Credits, Client must submit a written request to MMI within fifteen (15) days after the end of the calendar month in which the eSOPH System failed to achieve 99% Availability, or Client's right to receive Service Credits with respect to such unavailability will be waived by Client. The remedies stated in this Section are Client's sole and exclusive remedies and MMI' sole and exclusive obligations for service interruption or lack of Availability.

2.14.3 Availability is measured by the following formula: x= (n - y) *100 / n

where: "x" is the Availability percentage; "n" is the total number of hours in the given calendar month minus Scheduled Downtime; and "y" is the total number of downtime hours exclusive of Scheduled Downtime and downtime caused by the events set forth in Section 2.13 (Exclusions) in the given calendar month.

TABLE 2.14
DOWNTIME FEE CREDIT

Availability	**Percentage of Monthly Software Fees Credited**
> 99.0%	0%
95.0% - < 99%	3%
90.0% - < 95.0%	5%
80.0% - < 90.0%	10%

3. FEES AND PAYMENT

3.1 Subscription, Setup and Support Fees. Client will pay to MMI the amounts for services in accordance with Section 3 (Fees and Payments). Payments made to MMI by Client will be in USD.

3.1.1 *Client Set-up*. Upon receipt of this fully executed Agreement and Client's purchase order, MMI will begin the set-up process of Client on the eSOPH System in accordance with the terms of the Agreement. If Client requests the setup date and time be changed from what was originally stated by Client, Client is responsible for reimbursing MMI for all costs MMI incurs in making the travel arrangement adjustments, if travel was necessary.

(a) Client is responsible for scheduling end user training with MMI within 45 calendar days from the date of admin setup and training. End user training must be completed within 60 calendar days from the date of admin setup and training. If Client fails to complete the end user training within the timeline stated, the admin setup and training will need to be redone. MMI will invoice Client again for the admin setup and training. Client agrees to pay such invoice in accordance with the payment terms outlined in this Agreement.

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3.1.2 *Fees for Subscription and Support*. Client is responsible to pay for all services listed on the Quote(s) that have been accepted through Client's issuance of a Purchase Order. Client shall also be responsible for payment of all amounts due for data storage and used optional services. The cost of these services are listed on all Quotes and invoices, either in line or in the lower section of the Quote provided to Client.

3.1.3 *Additional Training.* After the initial training has been completed, additional training requested by Client will be billed to Client at a rate of $200.00 USD per hour. Additional *onsite* training will be billed at a minimum of 8 hours, plus travel and lodging expense accommodations which are reasonable under government agency standards and practices. Requests must be received by MMI in writing from an Administrative User listed on Exhibit A, or higher authority. MMI reserves the right to charge $200.00 USD per hour for all off-site/remote training, with a one-hour minimum.

3.1.4 *Corrective Services.* MMI reserves the right to Invoice Client $200.00 USD per hour for any corrective services Client requests. Corrective Services are typically services needed by Client from MMI to correct a mistake made by Client's Authorized Users, which cannot be corrected by Client through the User Interface. Requests must be received by MMI in writing from an Administrative User listed on the Exhibit A, or higher authority. A one-hour minimum will be charged for Corrective Services performed by MMI, which do not require travel. Corrective Services which requires MMI to travel will be billed at $200.00 USD per hour, with an eight (8) hour minimum charge, plus all costs and expenses.

3.1.5 *Entries.*

(a) The number of Entries desired by Client for their Subscription Year shall be included in a Quote provided to the Client. The entire quantity of Entries listed on the Quote will be added to Client's eSOPH system once Client's Purchase Order on the Quote is received by MMI. Entries added thereafter during a given Subscription Term will automatically incur an additional twenty percent (20%) administrative fee in addition to the per-Entry fee. If the purchase is for 100 or more Entries, the administrative fee will be waived.

(b) Unused Entries which have been paid for will be carried over automatically to the next Subscription year, when eligible. To be eligible, client may not have any outstanding invoices that are past due by more than 30-days.

(c) *Fixed-Price Entries*. Client may elect to purchase an agreed number of Entries at an agreed fixed price for future Subscription Years as listed in Table 3.2 (Multi-year Subscription Term Fees and Credits), below, in which case Client shall be obligated to pay the annual invoices for the agreed number of Entries (listed in Table 3.2) as they come due each Subscription Year, for the duration of the Subscription Term or any Renewal Term, as applicable. This option is limited to multi-year subscriptions.

(d) *Non-Fixed-Price Entries*. If Client does not elect to purchase an agreed number of Entries for future Subscription Years, then pricing of Entries will be subject to MMI's then-standard rate for Entries.

3.1.6 *Data Storage Overage*. Data storage used in excess of the "Storage Credit" listed in Table 3.2 (Multi-year Subscription Term Fees and Credits), or in an accepted Quote, will be invoiced at the price listed on the most current Quote Client has accepted for the applicable Subscription Year. Invoicing intervals for Data Storage fees will be set at the discretion of MMI, but not more often than every three (3) months. Data storage is calculated by the space used by Client on the main production system(s) only; space used for backups is not invoiced. Due to time zone differences, data usage calculations may vary by up to three hours. Client may *not* carry over credit for Data Storage not used during a Subscription Year. Archive data storage used by Client (subject to availably) will be invoiced at the price listed on the most current Quote Client has accepted.

3.1.7 *Fee for Administrative User(s).* The fee paid for Support Services defined in Sections 2.9 through 2.14 shall obligate MMI only to provide support as defined to the Primary Administrative User(s) and Backup Primary Administrative User in the current Exhibit A form and paid for by the Client. Fees for Support Services will be listed in a Quote accompanying a Quote for Entries for the Subscription Year.

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3.1.8 *Fee for Fax Service.* A fee for the optional fax service module shall be listed on a Quote provided to Client, when the fax service module has been requested by Client. Fax service shall not be enabled on Client's account unless Client accepts the Quote through issuance of a purchase order received by MMI. In addition to the fax service module, Client will be charged for each page/unit faxed or received, in accordance with the page/unit rates listed on the Quote containing the fee for the fax service module.

3.2 Invoices; Payment. Invoices shall be issued in accordance with the payment terms set forth in this Agreement. All pre-approved expenses and other charges, if applicable, will be listed on the invoice as a separate item. The Parties agree the terms and conditions of this Agreement will supersede any conflicting or additional terms set forth in any purchase order documents. Unless otherwise provided in this Agreement, Client will pay the undisputed amounts of any invoices within thirty (30) days of the invoice date.

3.2.1 To request additional Entries and related services, Client shall email Accounting@MillerMendel.com with the number of Entries and a list of other services they wish to be included on a quote. Client shall also include the top step hourly rate for the classification conducting the background investigations within their agency. When MMI receives Client's Purchase Order, the Entries and other applicable services will be added to Client's eSOPH system and Client will be invoiced for those services. For more information regarding eSOPH pricing, please request MMI's eSOPH Pricing Information document.

TABLE 3.2

MULTI-YEAR LICENSE TERM FEES AND CREDITS

(Used for Multiyear Agreements only. See Quote for Single Year Subscription Agreements.)

Subscription Year	Fee for Entries	Fee for Support Services	Fee for Setup	Data Storage Credit (GB)
N/A				

3.3 Disputes. Client will notify MMI of any disputed charges, in writing, within 15 days from the date of invoice. Any dispute must be reasonable given the terms of this Agreement. The written dispute will include the bases of the dispute and cite all term(s) of the Agreement that validate Client's bases for dispute. MMI and Client will attempt in good faith to resolve any dispute. If the Parties resolve the dispute, MMI will re-invoice for the agreed amount and payment will be due upon receipt of the invoice. If the Parties fail to resolve the dispute within thirty (30) days after the notice by Client, then MMI will consider all disputed amounts as immediately due and payable, and failure of Client to make payment shall be considered a "Failure to Pay" pursuant to Sections 3.4 and 3.5, below.

3.4 Taxes and exemptions. Client shall also pay or arrange exemption from any taxes, charges, or other fees imposed on its use of the eSOPH System (other than taxes on MMI's income), including any applicable sales and/or use tax. If Client is a government agency and represents it is exempt from state or local sales or use tax, and it's later determined Client is not exempt from such tax, Client is responsible for paying or reimbursing MMI for all outstanding sales or use tax, including any penalties and interest.

3.5 Failure to Pay. If Client fails to pay any undisputed sums when due, MMI may, in its sole discretion, place Client's account in a Restricted Mode as follows: (a) if any undisputed amount on an invoice remains unpaid sixty (60) days after the date of the original invoice, MMI suspend Client's ability to create new Entries (Client would still be able to access existing Entries/Applicants); (b) if any undisputed amount on an invoice remains unpaid ninety (90) days after the date of the original invoice, MMI may suspend or terminate any and all of Client's access to the eSOPH System, including access by its Authorized Users and Applicants, in whole or in part,

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and cease to perform any and all of its obligations under this Agreement. These actions shall be in addition to, and not in lieu of, any other rights or remedies MMI may have at law or equity and are not a waiver of any such remedies.

3.6 [Deleted]

4. TERM, RENEWAL AND TERMINATION

4.1 Term. The term of this Agreement will commence as of the Effective Date and will continue through 12-months (a "Subscription Term"), and as renewed pursuant to Section 4.2 (Renewal), unless terminated by one or both Parties in accordance with this Agreement, or terminated automatically by the terms of this Agreement. If no fixed Subscription Term is provided, then the Subscription Term and Renewal Terms shall be on a year-to-year basis, coextensive with the Subscription Year.

4.2 Renewal. Except as written in Section 4.3, this Agreement shall automatically renew upon MMI's receipt of Client's purchase order.

4.2.1 For fixed multi-year Subscription Terms listed in Section 3.2, in the absence of a newly-executed multi-year agreement then receipt of a purchase order from Client for the next Subscription Year, received by MMI prior to the end of the final Subscription Year of the current multi-year Subscription Term, shall automatically renew this Agreement on a year-to-year basis upon the same terms of this Agreement and the Quote upon which Client's purchase order is based.

4.2.2 For purposes of clarity, so long as Client continues to timely pay invoices for Data Storage fees and any Support Services requested by Client, this Agreement shall continue in effect, including Renewals, and Client shall retain access to the data from its existing Applicant Entries. The amount invoiced for data storage overage shall be consistent with the amount(s) listed in the Quote for the prior Subscription Year, unless MMI gives Client sixty (60) days' notice of a data storage price change. If Client does not pay the data storage fee(s) within fifty-nine (59) days from the date listed on the original invoice, MMI may terminate this Agreement and, at MMI's sole discretion, permanently delete Client's data and/or revoke Client's access to the eSOPH System.

4.3 Termination.

4.3.1 If this Agreement is not renewed in accordance with Section 4.2, it shall automatically terminate upon expiration of the then-current Subscription Term.

4.3.2 Either Party may terminate this Agreement prior to expiration of a Subscription Term without cause upon sixty (60) days prior written notice to the other Party, provided that:

(a) If Client terminates this Agreement prior to expiration of the current Subscription Term or current Renewal Term without cause, all fees for the remainder of the respective Subscription Term or Renewal Term listed in Table 3.2 (Multi-year Subscription Term Fees and Credits), Client entered multi-year subscription agreement, shall become due and payable. Client shall pay all such fees in addition to any balance already outstanding within thirty (30) days of receipt of invoice.

(b) If MMI terminates this Agreement prior to expiration of the Subscription Term or Renewal Term without cause, MMI will issue Client a refund for up to 25% of the remaining Entries, minus any outstanding charges owed by Client. MMI does not issue refunds in greater amounts, or for other circumstances, due to the upfront expenses MMI sustains from continuous maintenance of the eSOPH System.

4.3.3 MMI may terminate this Agreement immediately for cause upon any breach by Client of Section 2.4 (Restrictions on Use), or Section 2.5 (Acknowledgement of Limited Rights); or if Client or any of its Authorized Users violates MMI's Intellectual Property Rights.

4.3.4 Either Party may terminate this Agreement with cause upon thirty (30) days written notice to the other Party in the event the other Party: (a) becomes insolvent; (b) makes an assignment for the benefit of creditors; (c) files a voluntary bankruptcy petition; (d) acquiesces to any involuntary bankruptcy petition; (e) is

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adjudicated bankrupt; (f) ceases to do business; (g) or other reason amounting to any violation of law connected to the use of the eSOPH System.

4.3.5 Without limiting the Parties respective rights in Sections 4.3.3 and 4.3.4 above, either Party may terminate this Agreement with cause in the event that the other Party breaches this Agreement and the breaching Party does not cure such breach within thirty (30) days after receiving written notice of the breach and intent to terminate from the non-breaching Party. If either Party gives notice to the other for substantially the same breach three (3) times during a twelve (12) month period, the non-breaching Party may terminate this Agreement immediately with cause upon receipt of the third notice by the breaching Party.

4.3.6 A Party's termination of this Agreement under this Section 4.3 does not limit either Party from seeking other appropriate legal remedy for any breach.

4.4 Effect of Termination. In the event of termination hereunder, except as set forth in Section 4.3.2(b) above in the event MMI terminates without cause, Client shall have no right to a refund upon termination. Upon termination, MMI will not issue any refunds to Client for payments made pursuant to Section 3 of this Agreement, unless the reason for termination is an independent, sole act of MMI and also without cause. Client shall be obligated to pay in full upon Termination all invoices which were not disputed prior to the Termination. Client may continue to access the information for previously entered Applicants in the eSOPH System for a period of thirty (30) calendar days.

4.5 Survival. Where the context, nature, or express terms of any provision indicates intent that it shall survive termination or expiration of this Agreement, then it shall survive the same, including without limitation Sections 1 (Definitions), 2.4 (Restrictions on Use), **Error! Reference source not found.** (Acknowledgement of Ownership and Limited License Rights), 3 (Fees and Payment), 4.3 (Termination), 5 (Data Access, Confidentiality and Security), 6 (Representations and Warranties), 7 (Limitation of Liability; Mutual Indemnification), 9 (Corrective Actions), 10 (Insurance), 11 (Notices) and 12 (General Terms and Conditions).

5. DATA ACCESS, CONFIDENTIALITY AND SECURITY

5.1 Authorized User Access Only. Client is responsible for all use of its Authorized Users accounts on the eSOPH System. Client shall ensure that its Authorized User(s) properly control and limit access to the eSOPH System to Client's appropriate Authorized Users, and that Client's Authorized Users properly protect their logins, passwords and all other login credentials to prevent unauthorized access and misuse of Client Data, Applicant Data and any other information that may be accessed through the eSOPH System. Client is responsible for its own policy regarding Authorized Users changing their passwords, minimum password complexity requirements beyond what is required by the eSOPH System, and which computer terminals may be used to access the eSOPH System by its Authorized Users, including any unattended devices or computers logged into the eSOPH System. Client shall ensure any previous Authorized User who no longer has a valid purpose to access the eSOPH System will have their eSOPH System login credentials disabled within the eSOPH System, without delay. Former Authorized Users who separate from their relationship with Client shall have their login credentials immediately disabled, without delay, by Client. Client will ensure that each Authorized User has unique login credentials; an Authorized User may not share or disclose its login credentials to any other person, even if such other person is also an Authorized User.

5.2 Two-Factor Authentication. Client acknowledges the eSOPH System offers optional two-factor authentication using Google Authenticator. This service is automatically available to those Clients who desire a two-factor frontend login process.

5.3 Client's Sharing of Applicant Data. The eSOPH System allows Client to externally share Applicant data and other information about Applicants from the eSOPH System. If Client or its Authorized User(s) share Applicant Data or other information about an Applicant with a third party, Client must: (i) possess valid, signed authorization from each Applicant whose Applicant Data or information is to be shared, legally adequate to authorize Client to share such Applicant Data or information, (ii) refrain from violating any law, policy, term or rule by sharing, transmitting or otherwise disclosing such Applicant Data or information, and (iii) keep the Applicant

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Data and information secure and private in accordance with any and all applicable privacy laws, and other legal requirement(s) and obligation(s).

5.4 MMI's Sharing of Basic Applicant Data. Client acknowledges and understands a valuable part of the eSOPH System is the ability for Client to see if an Applicant has been entered into the eSOPH System by other MMI client(s). If Client enters an Applicant into the eSOPH System, the eSOPH System will disclose if any other MMI client has previously entered the same Applicant into the eSOPH System. "**Basic Applicant Data**" information produced to other MMI clients *is limited to*: Agency/entity name, position applied for, entered date, and closed date. The eSOPH System will also display the point of contact for any other agency(s) who have previously entered the Applicant into the eSOPH System. If Client purges their backgrounds from the eSOPH System, the Basic Applicant Data (as defined in this Section) will remain on the eSOPH System and be visible to other MMI clients. Further information regarding another agency's entry of an Applicant, must be gained through that agency's permission and their own internal process(es).

5.5 Security Incident. In the event MMI learns of a Security Incident, MMI will make every effort to notify Client within 24-hours of learning of the breach. Notification will be made to at least one of Client's Administrative Users listed on Exhibit A via telephone and email. Notifications will only be made when an actual Security Incident has occurred; if the data is encrypted, by industry standards, no Security Incident is considered to have occurred and no notification will be made. At the request of Client, and with Client's cooperation and assistance, MMI will work together with law enforcement and other personnel in connection with the unauthorized access into the eSOPH System. MMI takes the privacy and security of data seriously, and uses reasonable administrative, technical, and physical safeguards to protect the confidentiality and security of all Client Data. Clients are encouraged to review MMI's eSOPH Security Overview, which is updated as needed by MMI from time to time and is available upon request.

5.6 Ownership of Client Data. Client owns all Client Data entered into the eSOPH System by its Authorized Users and its Applicants, including Applicant Data entered in response to the Client's request for information to process an Applicant's background investigation.

5.7 Post-Termination Retention of Data. Without limiting Client's rights to Client Data and Applicant Data hereunder, MMI may retain and store the following data during and after the term of this Agreement: Applicant name, Applicant telephone number, Applicant mailing address, Applicant email address, Applicant year of birth, date the Applicant was entered into the eSOPH System, Applicant's background investigation close date, position Applicant has applied for with Client, and the legal agreements (e.g., MMI's Electronic Signature Agreement, Terms of Use and Privacy Policy) related to any Authorized User's or Applicant's use of the eSOPH System. MMI may retain such information and use it to comply with applicable law and the eSOPH System Terms of Use and Privacy Policy and for the purposes described in Section 5.4 (MMI's Sharing of Basic Applicant Data). Other than as stated in this Agreement, MMI will not use such information for other purpose.

5.8 Confidential Information. In performance of this Agreement, the Parties may directly or indirectly disclose to each other confidential information, proprietary information, or confidential data ("**Confidential Information**"). "Confidential Information" shall include any data and/or information that is identified by either Party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such information to be confidential, including, but not limited to, (a) trade secrets or confidential business information of either Party, including without limitation information about such Party's technology, financial information, and plans; and (b) personal information of employees, Applicants, and Authorized Users, including but not limited to, images, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, educational records or other information identifiable to a specific individual that relates to any of these types of information ("**Personally Identifiable Information**" or "**PII**").

5.9 Exclusions from Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information the receiving Party can prove by clear and convincing written contemporaneous evidence is: (1) publicly known through no fault or negligence of the receiving Party; (2) rightfully

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possessed by the receiving Party prior to disclosure by the disclosing Party; (3) rightfully obtained by the receiving Party from a third-party in lawful possession of such Confidential Information without obligation of confidentiality; (4) independently developed by the receiving Party without reference to or use of the disclosing Party's Confidential Information.

5.10 Restrictions on Use and Disclosure. Each party shall not use the other party's Confidential Information for any purpose other than performance of its obligations and exercise of its rights under this Agreement. Furthermore, each party shall not disclose the other party's Confidential Information to any third party except to such party's employees, contractors, and other representatives who (a) have a bona fide need to know such Confidential Information for purposes of performing this Agreement, (b) have been informed of the confidential nature of such information, and (c) have agreed in writing or are otherwise legally bound not to use or further disclose such information except as permitted by this Agreement.

5.11 Disclosure Required by Law. Notwithstanding the foregoing, Confidential Information may be disclosed by a receiving Party to the extent required to be disclosed by public disclosure law or a court order, subpoena, or similar legal requirement; or necessary to disclose to prevent severe physical injury to or loss of life of an individual; provided, however that the receiving Party shall notify the disclosing Party prior to such required disclosure promptly and sufficiently in advance to permit the receiving Party to contest or limit such required disclosure, including without limitation redaction of trade secret information prior disclosure.

5.12 Public Records Request. MMI acknowledges that, if Client is a public entity, it is at all times subject to state public records acts, as now existing or as amended. If Client is a public entity and receives a public records request for all or any portion of this Agreement, including any documents or materials provided to Client under this Agreement, generally such information may be deemed a public record and disclosure may be necessary to the public records requester.

5.13 Storage and Encryption. During the Term of this Agreement, MMI will store and maintain Client Data and Applicant Data for use and access by Client and its Authorized Users under the terms of this Agreement. MMI will ensure industry standard data encryption methods are in place for storage of Client Data and Applicant Data. The encryption shall meet or exceed CJIS standards. All Client Data shall be stored within the United States.

5.14 CJIS Compliance; Background Checks. MMI will comply with Criminal Justice Information Systems ("CJIS") rules and regulations as they may apply to Applicant and Client data. MMI shall ensure all employees and contractors of MMI granted access to Client Data satisfactorily complete a background check and meet the requirements set forth by CJIS for access to Client Data.

5.15 Backups. For Client Data on the production system, MMI shall record snapshot copies of Client Data hourly during the Term and shall record full backup copies of Client Data once per week. Backup copies are stored on both MMI's production server, to enable a quick restore if necessary, and remotely within Amazon Web Services GovCloud. Backup records that are older than one calendar week are automatically purged from MMI's production system. At least three months of backup copies are stored remotely within AWS GovCloud. MMI uses proprietary software to monitor the automated tasks of Microsoft SQL. For Client Data the Client has sent to the archive storage solution: This data will be retained within the archive storage solution until such time client purges such data. Data sent to archive storage by the Client is not backed up to help control costs and offer a less expensive long-term storage solution for the Client.

5.16 [Deleted]

5.17 Acts or Omissions of Client. MMI shall have no responsibility or liability with respect to, and Client shall solely be responsible and liable for, any Security Incident and any loss, expense, damage, cost, or liability associated therewith, to the extent caused by or resulting from any act or omission of Client or Client's Authorized Users, employees, contractors (excluding MMI), or agents, including without limitation: (a) their loss of control of any device; (b) their failure to maintain the confidentiality of their log-in credentials; (c) their transmission of data via methods that are not secure; (d) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures; (e) their use of the eSOPH Platform in

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violation of this Agreement or any Documentation; (f) their failure to obtain adequate release(s), waiver(s), or legally or contractually required consent; (g) Client's failure to maintain hardware and software that are compatible with any updated or security patches released and implemented by MMI; (h) Client's declining to implement two-factor authentication as described in Sections 5.2 (Two-Factor Authentication).

6. REPRESENTATIONS AND WARRANTIES

6.1 Client represents and warrants that:

6.1.1 Client has full right, power and authority to enter into and perform its obligations according to the terms of this Agreement;

6.1.2 To Client's knowledge, the Client Data does not and will not infringe or misappropriate any copyright, patent, trade secret, trademark, or other proprietary right held by any third-party and is free of any lien, claim, security interest or encumbrance; and

6.1.3 Neither Client nor any of its employees has received, offered or provided, nor will it receive, offer or provide, directly or indirectly, any gift, gratuity, favor, entertainment, loan or other thing of monetary value to any employee or agent of MMI as an inducement to do business with MMI. Client further warrants its Authorized Users have not, and will not engage in any collusion with any other potential supplier to secure this Agreement.

6.2 MMI represents and warrants that:

6.2.1 MMI has full right, power and authority to enter into and perform its obligations according to the terms of this Agreement;

6.2.2 To MMI's knowledge, the Software complies with all applicable national, state, and local laws and regulations and, to MMI's knowledge, does not contain any material that infringes, violates, or misappropriates the Intellectual Property Rights of any third party, and (ii) to the extent the Software contains any materials subject to third party rights, MMI has obtained any and all necessary clearances, releases, approvals, licenses, or consents from third parties and made any and all required payments to third parties (including without limitation to unions or guilds) so that Client and its Authorized Users can exercise the rights and licenses authorized under this Agreement;

6.2.3 For the Term of this Agreement, the eSOPH System will operate substantially in conformance with any written specifications contained in any Documentation and in this Agreement, including the Client Specific Terms of the Quote. MMI's sole obligation to Client and Client's sole remedy under this warranty is to correct the eSOPH System so it will perform within any represented specifications or refund the related license fee, whole or in part. This warranty is void if any unauthorized modifications are made to the eSOPH System or if the eSOPH System is not used in compliance with the terms of this Agreement; and

6.2.4 Except for the limited warranty provided in this Agreement, the eSOPH System and any other MMI products and services are provided "As Is" and MMI disclaims all warranties, express or implied, that may arise either by the Parties' agreements or by operation of law, including without limitation any warranty of merchantability or fitness for a particular purpose. MMI does not warrant the operation of the eSOPH System shall be error or "bug" free or that the eSOPH System will meet the requirements or expectations of Client, its Authorized Users or Applicants.

7. ASSUMPTION OF RISK; LIMITATION OF LIABILITY

7.1 Assumption of Risk; Limitation of Liability. Each Party shall be solely liable for third party claims arising from any willful or negligent act or failures to act, or the errors or omissions, of the Party's owners, officers, employees, agents or contractors. Excepting for the breach provisions of this Agreement, neither Party to this Agreement, nor any of such Parties' respective Affiliates, trustees, directors, officers, employees, fellows or agents shall be responsible or liable to the other Party for any injury, loss, or damage of any kind, including but not limited to indirect, special, incidental consequential, punitive damages or lost profits, relating to design,

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development, specification, manufacture, production or use of the eSOPH software and services or any part thereof. The limitations on liability of the previous sentence shall apply even though a Party may have been advised of the possibility of such injury, loss or damage. This paragraph shall not apply to any obligations to maintain specific insurance requirements pursuant to any provision of this Agreement. Nothing in this Agreement shall be construed to limit any remedies available to the Parties in law or equity, including but not limited to injunctive relief and/or the mutual indemnification obligations herein.

7.2 **Mutual Indemnification.** *To the extent permitted by law*, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the "Indemnified Party"), including each of the Indemnified Party's respective Affiliates, officers, directors, shareholders, employees, representatives, agents, successors and assigns (each an "Indemnified Person"), from and against all claims by any third party asserted in any cause of action, and including any damages, penalty, cost or expense (including reasonable attorneys' and witnesses' fees and costs), to the extent such cause of action arises from (a) the Indemnifying Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by the Indemnifying Party of any of its representations, warranties, covenants or obligations under this Agreement; PROVIDED, however, such indemnity shall not extend to claims arising from any breach of this Agreement or willful or negligent act by the Indemnified Party or an Indemnified Person of the Indemnified Party, and provided that: (i) the Indemnified Person promptly notifies the Indemnifying Party of the claim in writing; and, (ii) the Indemnified Person and Indemnified Party provide the Indemnifying Party with the assistance, information and authority necessary to perform the Indemnifying Party's obligations under this Section. The Indemnified Person shall be entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such claims, demands, losses, damages, costs, expenses and penalties. The Indemnifying Party shall not enter into any settlement which includes an admission of negligence or wrongdoing by any Indemnified Person, without the prior written consent of such Indemnified Person.

8. NOTIFICATION OF THIRD-PARTY ACTION OR CLAIM. Client shall notify MMI of any third party lawsuit, action, and proceeding or claim brought or threatened by a third party against Client or its employee, subcontractor, or other representative or agent based in part on Client's or an Applicant's use of the eSOPH System, including without limitation (a) claims regarding privacy, security, collection, use, processing, or disclosure of Client Data collected through or stored by the eSOPH System, (b) and claims where it is reasonably likely that MMI will be named as a party or witness.

9. CORRECTIVE ACTIONS. If all or any part of the Software is held, or MMI determines that it could be held, to infringe, wrongfully use or misappropriate any third-party intellectual property right, MMI at no cost to Client: (a) will procure for Client the right to continue using the eSOPH System in accordance with its rights under this Agreement; (b) replace the item with a substantially equivalent item that does not infringe, wrongfully use or misappropriate any third-party intellectual property rights; or (c) modify the item (without material loss of functionality) so that it no longer infringes, wrongfully uses or misappropriates any third-party intellectual property right. If MMI is unable to successfully accomplish any of the actions described above after using its commercially reasonable best efforts to accomplish each of them in a timely manner, then MMI will refund to Client a pro-rated amount of the license fees paid by Client hereunder in connection with the unused portion of its licensed rights to the eSOPH System under this Agreement. The remedies set forth in this Section 9 are Client's sole and exclusive remedy and MMI's sole obligation with respect to breach of the warranty contained in Section 6.2.2.

10. INSURANCE

10.1 Throughout the Term MMI, at its sole expense, will carry and maintain: (a) Commercial General Liability Insurance in the amount not less than $1,000,000 combined single limit per occurrence, $2,000,000 aggregate; (b) Professional Liability Insurance in the amount not less than $1,000,000 per claim and in the aggregate; and (c) "Cyber" Insurance in the amount not less than $1,000,000 combined single limit occurrence, $2,000,000 aggregate. MMI will request a Certificate of Insurance from the insurance agent or carrier listing Client as an Additional Insured, and provide the certificate to the Client.

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10.2 Client represents it is self-insured or has appropriate insurance to fulfill and maintain its obligations and duties under this Agreement.

11. NOTICES. All notices and requests in connection with this Agreement will be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed to MMI or Client at the following addresses:

For Miller Mendel, Inc., copy of Notice(s) to:

Mr. Kurt Rylander
Rylander & Associates
406 W 12th St
Vancouver, WA 98660

For Client, copy of Notice(s) to:

Office of the Sheriff
Monterey County Sheriff's Office
1414 Natividad Rd
Salinas, CA 93906

12. GENERAL TERMS AND CONDITIONS

12.1 Assignment. Client may not assign any of its rights or obligations under this Agreement without the prior written consent of MMI, which may be withheld at MMI's sole discretion. MMI may assign this Agreement and MMI's rights and obligations under this Agreement as part of a merger or an acquisition of MMI's line of business, provided that such acquirer is willing and able to assume and perform MMI's obligations under this Agreement. Subject to this Section 12.1, this Agreement will inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective Parties.

12.2 Compliance With Laws. Each Party will, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, state and local laws, ordinances, rules, regulations, codes and orders applicable to its performance under this Agreement.

12.3 Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, then that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

12.4 Governing Law. This Agreement will be governed by, and construed in accordance with the laws of the state Client is located within, as applied to contracts performed therein but without reference to its choice of law rules, or the federal laws as applied to contracts performed with the United States government. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed.

12.5 Headings. The headings and sections in this Agreement and any exhibit, are for convenience and will not be construed to define or limit any of the terms or affect the meaning or interpretation of this Agreement and any exhibit.

12.6 Independent Contractor. MMI and Client are independent contractors under this Agreement, and nothing in this Agreement may be construed to create a partnership, joint venture, franchise or agency or fiduciary relationship between them. Neither Party has any authority to enter into agreements or make any representations of any kind on behalf of the other Party.

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12.7 Nonexclusive Agreement. It is expressly understood and agreed that this Agreement does not grant to Client any exclusive privileges or rights, and MMI may contract with other clients and customers.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that any facsimile copy, including those exchanged electronically as a .pdf, of a signed counterpart of this Agreement will be treated the same as a signed original of this Agreement.

12.9 Entire Agreement. This Agreement together with the Quotes and any exhibits attached hereto contains the entire agreement and understanding of the Parties with respect to the transactions and matters contemplated herein, supersedes all prior and contemporaneous agreements or negotiations between Client and MMI concerning the subject matter hereof, and cannot be amended except by a writing dated subsequent to this Agreement and signed by both Parties. To the extent the terms and conditions of this Agreement conflict with the terms and conditions of an exhibit, the terms and conditions of this Agreement will control. Terms and/or conditions listed in purchase orders(s) from Client that are in conflict with or in addition to the terms of this Agreement are not accepted by MMI. No course of dealing or usage of trade may be invoked to modify the terms and conditions of this Agreement.

12.10 Copies Shall Be Considered Originals. Any complete, legible signed copy of this Agreement shall be considered an original.

12.11 Signing Authority. Client represents and warrants the person executing this Agreement is a duly authorized officer or representative of the Client, and has full authority to execute this Agreement, including any amendment thereto, for and on behalf of Client. Client understands that it is fully responsible to ensure the authority of its signatory under to this Agreement and is responsible for any actual or consequential damages incurred by MMI in the event of a breach of this Section by Client.

12.12 Cooperative Agreement. The provisions of this Agreement will be extended to other city, county or state governmental entities within the state the Client is located, at then-current pricing. Governmental entities wishing to use this Agreement (hereinafter referred to as the "Cooperative Entity") will be responsible for obtaining a Quote specific to their entity, issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments in accordance with the Terms of this Agreement. To determine pricing for Cooperative Entities, MMI will use the then current pricing formula used for all Cooperative Entities within the state Client is located within. The Cooperative Entity wishing to use this Cooperative Agreement must execute with MMI a supplemental Agreement with at least one paragraph specifying they wish to use this Cooperative Agreement and agree to be bound by the terms of the Cooperative Agreement. The Agreement with the Cooperative Entity electing to use this Cooperative Agreement shall include language that MMI shall hold harmless and defend Client (as defined on the first paragraph of page 1 of this Agreement) from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Cooperative Agreement. Failure to include such language will be considered a material breach of this Agreement and grounds for immediate Agreement termination. Cooperative Entities are responsible for obtaining all certificates of insurance and bonds required. MMI is responsible for providing each Cooperative Entity a copy of this Agreement upon request by the cooperative entity. Client makes no guarantee of usage by other users of this Agreement. The extension of the terms of this Agreement to other entities pursuant to this clause shall be subject to MMI's discretion as to whether MMI has capacity and ability to do so, including but not limited to personnel, management, equipment, technical and/or financial limitations.

12.13 [Deleted]

13. FAMA Service Option

Client Initials: DS EH : Section 13 terms **are** applicable.

13.1 FAMA Service. This Section 13 (FAMA Service Option) describes optional services available to Client for additional cost. Client may subscribe to, and MMI agrees to provide, a service through the eSOPH System

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to deliver access to FAMA internet and social media background screening and/or monitoring of Applicants to produce monitoring reports, screening reports, FAMA monitoring (collectively, "**FAMA Reports**") and other services as may be available from FAMA through the eSOPH System (the "**FAMA Services**").

13.2 Fees and Payment. Fees and payments for the FAMA Services are governed by the terms and conditions set by FAMA pursuant to the FAMA Agreement, the terms of which are hereby incorporated by reference into this Agreement upon Client's execution of their signature below.

13.3 Protection of Applicant Data. Any information, materials, data or other content made available to MMI, including any FAMA Reports, transmitted by an Applicant or by a Client about an Applicant to the eSOPH System that is used for the FAMA Services is **Applicant Data**. Client agrees that Client shall be solely responsible for assuring the secure and confidential manner in which Client stores, delivers, and transmits FAMA Services to its Authorized Users

13.4 Client Use of FAMA Services. For each FAMA Report requested, Client shall (i) identify the end-user of the FAMA Report; (ii) certify the purpose for which the FAMA Report will be used; and (iii) certify that the FAMA Report will be used for no other purpose

13.5 Compliance with Laws. Client agrees that compliance with all federal, state, and local laws, rules, ordinances, and regulations (collectively, "**Applicable Laws**") applicable to (i) Client's access, collection, storage, transmission, receipt and use or obtaining of the FAMA Reports or Applicant Data, (ii) the particular industry in which Client does business, and/or (iii) Client's business operations or structure, is the sole responsibility of Client. Without limiting the foregoing, Client agrees to comply with all applicable requirements of the Fair Credit Reporting Act, 15 U.S.C. 1681 *et seq.* ("**FCRA**") and further agrees to the following:

13.5.1 Client certifies that it is a user of 'consumer reports' and will only use FAMA Reports for "employment purposes" and no other (as those terms are defined in 15 U.S.C. § 1681(a)).

13.5.2 Client must comply with all applicable procedures and requirements of the FCRA and applicable state law, including, but not limited to: (i) providing a proper disclosure, (ii) obtaining a written authorization, (iii) providing a certification to MMI that it will comply with the FCRA and will not use the FAMA Reports in violation of any EEO law or regulation, and (iv) following the adverse action requirements set forth in the FCRA and applicable state laws. Client agrees to take all reasonable measures to enforce said requirements.

13.5.3 Client, and not MMI, is solely responsible for compliance under the FCRA.

13.5.4 To the extent permitted by law, Client agrees to defend, indemnify and hold MMI and FAMA harmless from any and all claims or damages related to the FAMA Reports or arising from adverse actions (as set forth in Section 7.2 herein) by Client against Applicant based on eSOPH's FAMA Services.

13.6 Notice and Consent. In using the FAMA Services, Client shall comply with all applicable privacy and data security laws and the respective, then-current privacy policies of MMI and FAMA, as applicable. Without limiting the foregoing, Client certifies that:

13.6.1 Client will ensure that prior to procurement or to causing the procurement of an FAMA Report for employment purposes: (i) a clear and conspicuous disclosure has been made in writing to Applicant in a document that consists solely of the disclosure that an FAMA Report may be obtained for employment purposes; and (ii) Applicant has authorized in writing the procurement of the report by Client;

13.6.2 Client is solely responsible for retaining and will retain all executed Applicant authorization agreements. Client will provide MMI a fully legible copy of Applicant authorization agreements if so requested by MMI within five calendar days of MMI's request; and

13.6.3 Client will provide any legally required notices or disclosures and will obtain legally adequate consent from all Applicants as required by Applicable Laws.

13.7 Employment Decisions Based on an FAMA Report. Client certifies that, if required under the FCRA, before taking any adverse action based in whole or in part on the FAMA Report generated by FAMA

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Services for employment purposes, Client will provide to the Applicant about whom the report relates (i) a copy of the report, (ii) a description in writing of the rights of Applicant as prescribed under the FCRA; and (iii) a statement that information from the FAMA Report and the FAMA Services will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. Client agrees it is solely responsible for any adverse actions taken against an Applicant and for Client's compliance under the FCRA.

13.8 FAMA Services Permitted Use. Client represents and warrants to MMI that it shall only access and use the FAMA Services for Client's own internal business and solely in the manner explicitly permitted in the Agreement. Client agrees that it shall not:

13.8.1 change, modify, copy, add code to, create derivative works based on any aspect of, or otherwise alter the FAMA Services in any manner;

13.8.2 reverse engineer; disassemble; decompile; in any way attempt to recreate, obtain, perceive or derive the source code of; or translate the FAMA Services;

13.8.3 use, transform, modify, assess or adapt the FAMA Services for use for any other purpose, including but not limited to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of FAMA;

13.8.4 distribute, publish, transmit or disseminate in any form or by any means (including but not limited to via the internet) any part of the FAMA Services or data;

13.8.5 allow any third party to access the FAMA Services;

13.8.6 sell, sublicense, resell, lease, rent, time-share or otherwise transfer any of the FAMA Services or data;

13.8.7 use the FAMA Services or data to identify or solicit potential customers for its products or services;

13.8.8 use the FAMA Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or violate third-party privacy rights; and

13.8.9 gain or attempt to gain unauthorized access to; disrupt the integrity or performance of; or damage, disable, overburden or impair the operation of the FAMA Services or the data contained therein.

13.9 Notification of Security Breach. In addition to the other data breach and/or safeguards provisions of this Agreement, in the event Client determines that physical or electronic safeguards have been breached or that any other unauthorized access to Applicant Data has occurred (in each case, a "Breach") that directly affect provision of the FAMA Services, Client shall notify MMI of the Breach within 24 hours of discovery. Such notice shall be in writing and shall include all information known by Client as of the date and time of notification.

13.10 FAMA Intellectual Property Rights. Client acknowledges that FAMA has expended substantial time, effort and funds to create and deliver the FAMA Services. All FAMA intellectual property not related to the eSOPH System is and will continue to be FAMA exclusive property. Nothing contained in this Addendum shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with FAMA and eSOPH's FAMA Services.

13.11 No Representations or Warranties. Without limiting the provisions of Section 6 of the Agreement, MMI makes no representations or warranties as to the value, accuracy, or suitability of the FAMA Services. Client agrees to be solely responsible for Client's use of the FAMA Services.

13.12 Termination. In addition to and without limiting Section 4.3 of the Agreement, MMI may terminate the optional FAMA Services provided pursuant to this Section 13 at any time with or without cause or notice at MMI's sole discretion without penalty. Termination of the FAMA Services shall not constitute termination of the eSOPH MSSSA.

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14. Experian Services Option

Client Initials: ps EH : Section 14 terms **are** applicable.

14.1 Experian Services. This Section 14 (Experian Services Option) describes optional services available to Client for additional cost. Client may subscribe to a service through the eSOPH System to deliver access to the Experian Information Solutions, Inc. ("Experian") functionality to obtain consumer credit reports and investigative consumer reports (collectively, "Credit Reports") about Applicants and other services as may be available from Experian through the eSOPH System (the "Experian Services").

14.2 Applicant Data. Data transmitted by an Applicant or by a Client about an Applicant to the eSOPH System that is used for the Experian Services is Applicant Data. For Applicant Data used for the Experian Services, the Parties agree to each, at minimum, meet the requirements set forth in 16 C.F.R. § 314.4, and take all necessary steps reasonably designed to (i) ensure the security and confidentiality of Experian Services and Applicant Data, (ii) protect against any anticipated threats or hazards to the security or integrity of the Experian Services and Applicant Data, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Applicant.

14.3 Fair Credit Reporting Act. Client agrees that Client, not MMI, is solely responsible for compliance under the Fair Credit Reporting Act of 1996, as amended (15 US Code 1681) ("**FCRA**"). Client further acknowledges and agrees as follows:

14.3.1 Client agrees and understands that it must comply with the "FCRA Requirements" notice and Experian's "Access Security Requirements." Client agrees to take all reasonable measures to enforce said requirements.

14.3.2 Client acknowledges receipt of a copy of the Summary of Consumer Rights prescribed by the Bureau of Consumer Financial Protection ("Bureau") under Section 609(c)(1) of the FCRA and agrees to attach a copy of such Summary of Consumer Rights to each Credit Report used for employment purposes as required by Section 604(b)(3)(A)(ii) of the FCRA.

14.3.3 Client certifies it will request and use the Experian Services strictly in accordance with FCRA. Without limiting the foregoing, Client certifies that it will request and use the Experian Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purpose" as defined by the FCRA; and (ii) transactions involving the consumer about whom such information is sought and will not request or use such Experian Services for purposes prohibited by law. Client further certifies that it will comply with all requirements of the FCRA applicable to it. If Applicant makes a timely request to Client, Client may share the contents of Applicant's report with Applicant as long as Client does so without charge and only after authenticating Applicant's identity.

14.3.4 Client agrees it is solely responsible for and subject to compliance under all federal, state and local laws, rules and regulations applicable to Client's access, collection, storage, transmission, receipt, and use of the Experian Services and data. Further, Client shall comply with the FCRA.

14.4 Notice and Consent. In using the Experian Services, Client shall comply with all applicable laws, including but not limited to FCRA and applicable privacy and data security laws. Without limiting the foregoing, Client certifies that:

14.4.1 Client will ensure that prior to procurement or to causing the procurement of a Credit Report for employment purposes: (i) a clear and conspicuous disclosure has been made in writing to Applicant in a document that consists solely of the disclosure that a Credit Report may be obtained for employment purposes; and (ii) Applicant has authorized in writing the procurement of the report by Client;

14.4.2 Client is solely responsible for retaining and will retain all executed Applicant authorization agreements. Client will provide MMI a fully legible copy of Applicant authorization agreements if so requested by MMI within five calendar days of MMI's request; and

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14.4.3 Client will provide any legally required notices or disclosures and will obtain legally adequate consent from all Applicants as required by applicable laws.

14.5 Death Master File. Client acknowledges that Experian Services may contain information from the Death Master File as issued by the Social Security Administration. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Client certifies that, consistent with its applicable FCRA or Gramm-Leach-Bliley Act use of Experian Services, Client's use of deceased flags or other indicia within the Experian Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). Client further certifies that it will not take adverse action against any Applicant without further investigation to verify the information from the deceased flag or other indicia within the Experian Services.

14.6 Employment Decisions Based on Credit Report. Client certifies that, before taking any adverse action based in whole or in part on the Credit Report generated by Experian Services for employment purposes, Client will provide to the Applicant about whom the report relates (i) a copy of the report, (ii) a description in writing of the rights of Applicant as prescribed by the Bureau under the FCRA; and (iii) a statement that information from the Credit Report and the Experian Services will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. Client agrees it is solely responsible for any adverse actions taken against an Applicant and for Client's compliance under the Bureau and FCRA. In addition to any other indemnification provisions of this Agreement, Client agrees to defend and hold MMI harmless from all claims or damages arising from adverse actions by Client against Applicant arising from use of eSOPH's Experian Services.

14.7 Experian Services Permitted Use. Client represents and warrants to MMI that it shall only access and use the Experian Services for Client's own internal business and solely in the manner explicitly permitted in the Agreement. Client agrees that it shall not:

14.7.1 change, modify, copy, add code to, create derivative works based on any aspect of, or otherwise alter the Experian Services in any manner;

14.7.2 reverse engineer; disassemble; decompile; in any way attempt to recreate, obtain, perceive or derive the source code of; or translate the Experian Services;

14.7.3 use, transform, modify, assess or adapt the Experian Services for use for any other purpose, including but not limited to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of Experian;

14.7.4 distribute, publish, transmit or disseminate in any form or by any means (including but not limited to via the internet) any part of the Experian Services or data;

14.7.5 allow any third party to access the Experian Services;

14.7.6 sell, sublicense, resell, lease, rent, time-share or otherwise transfer any of the Experian Services or data;

14.7.7 use the Experian Services or data to identify or solicit potential customers for its products or services;

14.7.8 use the Experian Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or violate third-party privacy rights; and

14.7.9 gain or attempt to gain unauthorized access to; disrupt the integrity or performance of; or damage, disable, overburden or impair the operation of the Experian Services or the data contained therein.

14.8 Experian Services Use Restrictions. Client agrees that it will not, either directly or indirectly, itself or through any agent or third-party request, compile, store, maintain, resell or use the Experian Services (including any of the information contained in the Credit Report) to build its own credit reporting database. Client

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shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers, and transmits Experian Services to its Authorized Users.

14.9 Notification of Security Breach. In addition to any other data breach and/or safeguards provisions of this Agreement, in the event Client determines that physical or electronic safeguards have been breached or that any other unauthorized access to Applicant Data has occurred (in each case, a "**Breach**") that directly affect provision of the Experian Services, Client shall notify MMI of the Breach within 24 hours of discovery. Such notice shall be in writing and shall include all information known by Client as of the date and time of notification.

14.10 Experian Intellectual Property Rights. Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Credit Reports and compile its various databases. All data in Experian's databases and any other intellectual property not related to the eSOPH System that are part of Experian are and will continue to be Experian's exclusive property. Nothing contained in this Addendum shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with Experian and eSOPH's Experian Services.

14.11 No Representations or Warranties. Without limiting the provisions of Section 6 of the Agreement, MMI makes no representations or warranties as to the value, accuracy, or suitability of the Experian Services. Client agrees to be solely responsible for Client's use of the Experian Services.

14.12 Termination. In addition to and without limiting Section 4.3 of this Agreement, MMI may terminate the Experian Services at any time with or without cause or notice at MMI's sole discretion without penalty. Termination of the Experian Services shall not constitute termination of the eSOPH MSSSA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives.

For Miller Mendel, Inc. ("MMI")

Tyler J. Miller — October 23, 2023

Tyler Miller, President & CEO — Date

For Client: Monterey County

Signed by: Walter Skinner — 9/5/2024 | 9:09 AM PDT

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Signature (Required) — **Date**

Walter Skinner, MA III

Print name and title (Required)

Approved as to Form — 8/8/2024 | 2:30 PM PDT

Signature (Optional) — Date

Signed by: Michael Whilden

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Print name and title (Optional)

EXHIBIT A

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ADMINISTRATIVE USERS

The Client hereby designates the following person(s) as Client's Administrative Users. This listing is a complete listing of all Administrative Users, and completely replaces any prior completed Exhibit A.

Note: Client may give multiple people "admin" permission within the system, at Client's control and discretion. This form designates only those Administrative Users who may contact MMI for Support purposes.

PRIMARY ADMINISTRATIVE USER:

Name: Jennifer Claudel

Title/Position: Departmental Information Systems Mgr II

Email: claudelj@countyofmonterey.gov

Primary Phone: (831) 755-3710

BACKUP PRIMARY ADMINISTRATIVE USER:

Name: Rosa Lopez

Title/Position: Supervising Departmental Information Systems Coordinator

Email: lopezry@countyofmonterey.gov

Primary Phone: (831) 759-7239

Do not list more than one Primary Administrative User and one Backup Primary Administrative User.

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AMENDMENT #1 TO MASTER SOFTWARE SUBSCRIPTION SERVICES AGREEMENT A-17077 BY AND BETWEEN COUNTY OF MONTEREY & MILLER MENDEL, INC.

THIS AMENDMENT is made to the Master Software Subscription Services Agreement A-17077 for eSOPH background investigation system to the Monterey County Coroner by and between **MILLER MENDEL, 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 originally entered into this Agreement A-17077 on September 5, 2024, with a not to exceed amount of $12,031; and

WHEREAS, the County and CONTRACTOR wish to Amend the AGREEMENT A-17077 by adding $2,963 for a new not to exceed amount of $14,994, and hereafter add an amount not to exceed $3,500 every September (starting 2026) until the Agreement is canceled; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. "FEES AND PAYMENT" shall be in accordance with purchase order quote which shall not exceed $3,500 per year.

2. 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.

3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on September 5, 2024.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY OF MONTEREY

Contracts/Purchasing Officer or Department Head Designee[1]

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller[2]

Dated:

Approved as to Liability Provisions:

Risk Management[3]

Dated:

Approved as to Form:

Signed by:
Michael Whilden
0F98C5BE9B6F476...

Deputy County Counsel

7/16/2025 | 4:19 PM PDT
Dated:

Miller Mendel, Inc.

By: DocuSigned by:
Tyler Miller
4A8A5753555149D...

Signature of Chair, President, or Vice-President

Tyler Miller, President & CEO
Printed Name and Title

7/16/2025 | 10:10 AM PDT
Dated:

By:

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

Printed Name and Title

Dated:

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

[1] Review the original Agreement/Board Order. The same person (or designee) who signed the Agreement will sign.

[2] Approval by Auditor-Controller is required.

[3] Approval by the Office of the County Counsel is required. Risk should only review and sign Amendments which change Indemnification or Insurance provisions.

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Quote for Services Per Quote 2108	QTY	Price	Total
Fax Annual			
Fax service, annual fee. OPTIONAL service/module. Cost per page/unit not included.	1	$200.00	$200.00
Fax Unit/Page			
Fax service: charge for page/unit sent or received. Client will be invoiced for actia; amount of fax page/units used on a quarterly basis. This is an annual estimate for budgetary purposes only. Pricing stated for this OPTIONAL SERVICE is "best guess pricing" and is not guaranteed. MMI cannot control the pricing of third-party services in the future. Pricing is subject to change.	2,300	$0.05	$115.00
Social Media Report			
Social Media Comprehensive Screening Report. Client will be invoiced for actual number of reports requested on a quarterly basis. This is an annual estimate for budgetary purposes only. Pricing stated for this OPTIONAL SERVICE is "best guess pricing" and is not guaranteed. MMI cannot control the pricing of third-party services in the future. Pricing is subject to change.	88	$22.50	$1,980.00
Credit Report			
Employment Insights Credit Report. Client will be invoiced for actual number of reports requested on a quarterly basis. OPTIONAL SERVICE. This is an annual estimate for budgetary purposes only. Pricing stated for this optional service is "best guess pricing" and is not guaranteed. MMI cannot control the pricing of third-party services in the future. Pricing is subject to change.	88	$4.50	$396.00
CA POST Access Annual			
California POST access, annual fee. OPTIONAL service/module.	1	$200.00	$200.00
Production Data Storage			
Data storage overages/archive storage costs. Client will be invoiced for ACTUAL amount of data storage used on a quarterly basis. This is an annual estimate for budgetary purposes only.	6	$12.00	$72.00
Total Cost			$2,963.00

Introduced: 7/8/2025

Current Status: General Government - Consent

Version: 2

Matter Type: General Agenda Item

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").

RECOMMENDATION:
It is recommended that the Board of Supervisors:

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").

SUMMARY:
On October 3, 2022, through the RFQ #10866, the ACO solicited Statements of Qualifications from qualified consultants to establish separate pre-qualified contractor pools for the following as-needed services: 1) Financial Audits, 2) Performance/Operational Audits, and 3) Consulting/Advisory Services.

A total of eleven firms were determined to be qualified. The Contracts & Purchasing Officer signed standard agreements with eight pre-qualified firms. The other three firms requested certain modifications to the standard agreement terms. Two non-standard agreements were subsequently approved by the Board on April 25, 2023, with one remaining Agreement to be approved as the

non-standard terms were still being reviewed and negotiated by the ACO and County Counsel teams.

Since the previous agreements' execution, the Audit & Consulting Pool was used twice on behalf of the Water Resources Agency and the Office of the District Attorney. With a future potential to use this pool again, the ACO recommends the addition of Crowe LLP to the Audit & Consulting Pool. Adding Crowe LLP will enhance the depth and expertise of the approved firms in the Audit & Consulting Pool.

DISCUSSION:
Like the current agreements in the Audit & Consulting Pool, this Agreement with Crowe LLP for as-needed services does not provide for any monetary liability. No guarantee of work is given or implied. When an audit or consulting service project is needed by the County, the ACO will prepare a Task Order Solicitation and disseminate to the pool for selection.

OTHER AGENCY INVOLVEMENT:
The ACO has reviewed and approved as to financial terms of the non-standard Agreement. County Counsel has reviewed and approved as to form.

FINANCING:
No funding is necessary for the approval of this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
These actions will help ensure the timely provision of necessary services to all County Departments.

Mark a check to the related board of Supervisors Strategic Initiatives
___ Economic Development
_X_ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: James Lam, Chief Deputy Auditor-Controller, Internal Audit, 755-5493
Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

Appendix 1:
1. List of Agreements and Firms Selected

Attachments:
1. Agreement with Addendum and Exhibit - Crowe LLP

Docusign Envelope ID: CA6B89B9-854E-4EDB-8DAA-880A7792781D

Introduced: 7/8/2025 **Current Status:** Agenda Ready

Version: 2 **Matter Type:** General Agenda Item

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").

RECOMMENDATION:

It is recommended that the Board of Supervisors:

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").

SUMMARY:

On October 3, 2022, through the RFQ #10866, the ACO solicited Statements of Qualifications from qualified consultants to establish separate pre-qualified contractor pools for the following as-needed services: 1) Financial Audits, 2) Performance/Operational Audits, and 3) Consulting/Advisory Services.

A total of eleven firms were determined to be qualified. The Contracts & Purchasing Officer signed standard agreements with eight pre-qualified firms. The other three firms requested certain modifications to the standard agreement terms. Two non-standard agreements were subsequently approved by the Board on April 25, 2023, with one remaining Agreement to be approved as the

Docusign Envelope ID: CA6B89B9-854E-4EDB-8DAA-880A7792781D

non-standard terms were still being reviewed and negotiated by the ACO and County Counsel teams.

Since the previous agreements' execution, the Audit & Consulting Pool was used twice on behalf of the Water Resources Agency and the Office of the District Attorney. With a future potential to use this pool again, the ACO recommends the addition of Crowe LLP to the Audit & Consulting Pool. Adding Crowe LLP will enhance the depth and expertise of the approved firms in the Audit & Consulting Pool.

DISCUSSION:

Like the current agreements in the Audit & Consulting Pool, this Agreement with Crowe LLP for as-needed services does not provide for any monetary liability. No guarantee of work is given or implied. When an audit or consulting service project is needed by the County, the ACO will prepare a Task Order Solicitation and disseminate to the pool for selection.

OTHER AGENCY INVOLVEMENT:

The ACO has reviewed and approved as to financial terms of the non-standard Agreement. County Counsel has reviewed and approved as to form.

FINANCING:

No funding is necessary for the approval of this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These actions will help ensure the timely provision of necessary services to all County Departments.

Mark a check to the related board of Supervisors Strategic Initiatives

___ Economic Development
_X_ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: James Lam, Chief Deputy Auditor-Controller, Internal Audit, 755-5493
Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

Signed by:
James Lam
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7/10/2025 | 4:43 PM PDT

DocuSigned by:
5020CB565A18490...
7/11/2025 | 9:07 AM PDT

Appendix 1:
1. List of Agreements and Firms Selected

Attachments:
1. Agreement with Addendum and Exhibit - Crowe LLP

Appendix 1.

Non-Standard Agreement Requiring Board Approval:

Firm	Standard or Non-Standard Agreement	Financial Audit Services	Performance Audit Services	Consulting Services
Crowe LLP	Non-Standard	X	X	X

Previously Executed Agreements:

Firm	Standard or Non-Standard Agreement	Financial Audit Services	Performance Audit Services	Consulting Services
CliftonLarsonAllen, LLP	Non-Standard	X	X	X
Moss Adams LLP	Non-Standard	X	X	X
Badawi & Associates, Inc.	Standard	X	X	X
GPP Analytics, Inc.	Standard		X	X
Harvey M. Rose Associates, LLC	Standard		X	X
Lance, Soll & Lunghard LLP	Standard	X	X	X
Macias Gini & O'Connell LLP	Standard	X	X	X
The Pun Group LLP	Standard	X	X	X
Brown Armstrong Accountancy Corporation	Standard	X		X
Arroyo Associates, Inc.	Standard		X	X

Docusign Envelope ID: C64F6486-CD86-4178-B28E-DB1670E38992

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:

Crowe LLP,

(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: Perform as-needed financial audits, performance audits and/or consulting services.

2.0 PAYMENT PROVISIONS:

DS BN

~~County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$**~~

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Date of Execution by County; County signing last **to** March 31, 2028, 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: Request for Qualifications #10866: Audit & Consulting Services Pool
Exhibit C: Sample/Template Task Order
Exhibit D: Sample/Template Task Order Solicitation

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5.0 PERFORMANCE STANDARDS:

DS BN

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.~~

DS BN

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

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

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

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

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

DS BN

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.

DS BN

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.

DS BN

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.

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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:

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Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit 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

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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:

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

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

DS BN

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.

DS BN

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.

DS BN

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.

DS BN

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.

DS BN

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

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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.~~

DS
BN

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.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**	
James Lam, Chief Deputy Auditor-Controller Name and Title	Bert Nuehring, Partner Name and Title	Copy to:
168 W. Alisal Street, Floor 3, Salinas, CA 93901 Address	Crowe LLP 400 Capitol Mall Suite 1400 Sacramento, CA 95814 Address	Crowe LLP Attn: General Counsel One Mid America Plaza Suite 500 Oak Brook, IL 60181
(831) 755-5493 office Phone:	630-706-2071 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.~~

DS
BN

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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.

DS
BN

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

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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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: Signed by: Stacy Saetta 338B21B44C84841D...

County Counsel

Date: 7/7/2025 | 2:17 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57A44E1...

Auditor/Controller

Date: 7/7/2025 | 3:18 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

CONTRACTOR

Crowe LLP

Contractor/Business Name *

By: DocuSigned by: Bert Nuehring 1B0BDFAF84E2498...

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

Bert Nuehring, Partner

Name and Title

Date: 6/30/2025 | 2:24 PM EDT

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.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Docusign Envelope ID: C64F6486-CD86-4178-B28E-DB1670E38992

ADDENDUM 1
to Agreement ("Agreement")
by and between Crowe LLP ("CONTRACTOR"), and County of Monterey, on behalf of its Auditor-Controller's Office ("County")

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between CONTRACTOR and County. This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, CONTRACTOR and County agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 2.0, PAYMENT PROVISIONS. Section 2.0 is hereby deleted in its entirety and replaced with the following:

   "**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."

2. Section 5.0, PERFORMANCE STANDARDS. Section 5.01 is hereby deleted in its entirety and replaced with the following:

   "5.01 CONTRACTOR covenants 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."

3. Section 5.0, PERFORMANCE STANDARDS. Section 5.02 is hereby deleted in its entirety and replaced with the following:

   "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 and consistent with applicable professional standards. 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."

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4. Section 7.0, TERMINATION. Section 7.02 is hereby deleted in its entirety and replaced with the following:

   "7.02 The County may cancel and terminate this Agreement for good cause effective immediately 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 for any services not yet performed to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper."

5. Section 7.0, TERMINATION. Section 7.04 is hereby added to this Agreement as follows:

   "7.04 CONTRACTOR may cancel and terminate this Agreement for good cause, effective immediately, upon written notice to the County in the event the County does not cure such breach within thirty (30) days of receipt of such notice. "Good cause" includes any material breach of the terms of this Agreement by the County. The County shall remain responsible for the payment of all undisputed invoices for services performed and approved expenses incurred by CONTRACTOR prior to such termination."

6. Section 8.0, INDEMNIFICATION. Section 8.0 is hereby deleted in its entirety and replaced with the following:

   "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 terms and conditions of this Agreement and the negligent and intentional acts or omissions of CONTRACTOR."

7. 9.01 Evidence of Coverage. Section 9.01 is hereby deleted in its entirety and replaced with the following:

   "9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage 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.

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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 certificate and required endorsements. This approval of insurance shall neither relieve nor decrease the liability of the Contractor."

8. 9.03 Insurance Coverage Requirements. Section 9.03 is hereby deleted in its entirety and replaced with the following:

"**9.03 Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance:** covering non-owned and hired vehicles used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☒ **Agreement Over $100,000 Business Automobile Liability Insurance:** covering 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."

Worker's 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 general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that

Docusign Envelope ID: C64F6486-CD86-4178-B28E-DB1670E38992

are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: any proposed modifications to these 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.)

9. Section 9.04, Other Requirements. Section 9.04 is hereby deleted in its entirety and replaced with the following:

"**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.

The County shall be given notice by CONTRACTOR 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. To the extent CONTRACTOR utilizes any subcontractors under this Agreement, CONTRACTOR will require such subcontractors to provide insurance meeting the parameters of this Agreement. The CONTRACTOR will also request that any such subcontractor provide the requisite certificate of insurance evidencing such coverage.

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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 ten 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 thirty 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. Section 10.2, County Records. Section 10.2 is hereby deleted in its entirety and replaced with the following:

"**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. Notwithstanding, CONTRACTOR may retain any information required by applicable law, applicable professional standards, or by reason of the automated backup of its systems occurring in the ordinary course of business in accordance with its internal records retention policies."

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11. Section 10.3, Maintenance of Records. Section 10.3 is hereby deleted in its entirety and replaced with the following:

"**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 five years after the fiscal year they are produced. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the five-year period, then CONTRACTOR shall retain said records until such action is resolved."

12. Section 10.4, Access to and Audit of Records. Section 10.4 is hereby deleted in its entirety and replaced with the following:

"**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. Unless otherwise required by federal, state, and County rules and regulations related to services performed under this Agreement, any such audit shall be conducted on mutually agreeable terms, shall be limited to invoicing and billing records. For the avoidance of doubt, in responding to any audit under this Section or this Agreement, CONTRACTOR shall have the right to provide summary level or redacted information to protect the confidentiality of CONTRACTOR, its clients, or other third parties, unless otherwise required by federal, state, and County rules and regulations related to services performed under this Agreement."

13. Section 10.5, Royalties and Inventions. Section 10.5 is hereby deleted in its entirety and replaced with the following:

"**10.5** **Ownership and Inventions:** Except as set forth in the applicable Scope of Services/Exhibit A, any deliverables, works, inventions, working papers, or other work product conceived, made or created by CONTRACTOR in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned by CONTRACTOR. Nothing in this Agreement will be construed as an implied license to any intellectual property rights of one party to the other party, all such licenses, permission or uses will be expressly set forth in the Agreement or any applicable Scope of Services. The

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foregoing ownership will be without any duty of accounting of one party to the other. CONTRACTOR will retain ownership of all materials owned by CONTRACTOR prior to entering into this Agreement or developed by CONTRACTOR independently of this Agreement."

14. Section 13.0, COMPLIANCE WITH APPLICABLE LAWS, Section 13.1 is hereby deleted in its entirety and replaced with the following:

"13.1 CONTRACTOR and the County shall each 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 required by law in the performance of the Services."

15. Section 16.06, Assignment and Subcontracting. Section 16.06 is hereby deleted in its entirety and replaced with the following:

"16.06 **Assignment and Subcontracting:** Neither party shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other Party. 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, subject to the terms of this Agreement."

16. Section 16.09, Time is of the Essence. Section 16.09 is hereby deleted in its entirety and replaced with the following:

"16.09 **Time is of the Essence:** Subject to the fulfillment by the County of all of its responsibilities and obligations under this Agreement and any Scope of Services, **t**ime is of the essence in each and all of the provisions of this Agreement."

17. Section 17.0, CONSENT TO USE OF ELECTRONIC SIGNATURES. Section 17.4 is hereby added to this Agreement as follows:

"17.4 **No Third-Party Beneficiaries.**
Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement."

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COUNTY OF MONTEREY (Customer)

Authorized Signature:

By: _____ Date: _____

Contracts/Purchasing Officer

Crowe LLP

Authorized Signature:

By: DocuSigned by: Bert Mulvring 1D6DDEAE34E2496... Date: 6/30/2025 | 2:24 PM E

Partner

(Title of Signer)

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E79EF64F57454F6... Date: 7/7/2025 | 3:18 PM PDT

Auditor-Controller

Approved as to Legal Form:

By: Signed by: Stacy Saetta 696D21D44C4341D... Date: 7/7/2025 | 2:17 PM PDT

County Counsel

Approved as to Liability Provisions:

By: _____ Date: _____

Risk Management

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EXHIBIT-A

To Agreement by and between
Auditor-Controller's Office, hereinafter referred to as "County"
AND
Crowe LLP, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 If selected to perform a specific as-needed audit or project, CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of one or more of the following as-needed services, as set forth below:

1. CONTRACTOR'S Financial Audits shall provide independent assessments of whether the audited entity's reported financial information (e.g., financial condition, results, and use of resources) is presented fairly, in all material respects, in accordance with recognized criteria. Besides financial statement audits, other financial audits could include auditing internal controls over financial reporting that is integrated with an audit of financial statements.

2. CONTRACTOR'S Performance Audits shall provide objective analysis, findings, and conclusions to assist management and those charged with governance and oversight with improving performance and operations (including financial operations), ensuring contract and regulatory compliance, enhancing internal controls, reducing costs, facilitating decision-making by parties responsible for overseeing or initiating corrective action, and contributing to public accountability. Examples of performance audits include program or operational audits, and contract or regulatory compliance audits.

3. CONTRACTOR'S Consulting Services shall cover a broad range of advisory and related client service activities, the nature and scope of which are agreed upon with the County, and which are intended to add value and improve the County's operations, management, and governance. Examples include attestations, agreed-upon procedures, business process mapping, non-audit reviews, benchmarking, strategic planning, facilitation, counsel and advice, audit/internal control training, special studies, and other subject-matter expertise and technical skills.

A.2 If selected to perform a specific as-needed audit or project, CONTRACTOR shall produce specific deliverables in accordance with the agreed-upon schedule for the audit or project.

Deliverables for consulting services can come in a variety of formats, including written reports, other written documents, training, presentations, counsel, and facilitation.

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Specifically for performance and other internal audits, according to internal auditing standards, there are five (5) elements of an audit finding essential to the planning, performing, and reporting on an audit. When applicable, CONTRACTOR's internal audit report shall address these five elements of a well-evidenced, transparent, and convincing audit finding.

- Criteria – Identify the standards, measures, or expectations used in making an evaluation and/or verification (the correct state or condition).
- Condition – Identify the problem or issue (the current state).
- Effect – Identify the risk or exposure because the condition is not consistent with the criteria.
- Cause – Identify the reason for the difference between the expected and actual
- Conditions.
- Recommendation – Identify how the Condition and Cause can be resolved.

Recommendations shall be practical and attainable within the environment in which the department must legally and realistically operate.

- CONTRACTOR shall identify additions to or shifting of resources.

- CONTRACTOR shall identify alternative procedures and controls that may be implemented in the interim until such additions to or shifting of resources can be affected.

All audit reports and/or other deliverables shall initially be submitted in draft form to the Auditor Controller's Internal Audit Division (IAD). All final audit reports and/or other deliverables shall be submitted to the IAD for transmission to the auditees and County stakeholders.

A.3 Audits and consulting services shall be performed, when applicable, in accordance with the Governmental Accounting Standards Board's (GASB) Generally Accepted Accounting Principles (GAAP), Institute of Internal Auditor's International Professional Practices Framework (IIA-IPPF) and/or the U.S Government Accountability Office's Generally Accepted Government Auditing Standards (GAGAS).

A.4 CONTRACTOR shall retain, at CONTRACTOR's expense, all working papers and reports for a period of five years after the fiscal year they are produced, unless CONTRACTOR is notified in writing by the County to extend the retention period. CONTRACTOR shall be required to make working papers available, upon request, to the following parties or their designees:

- Monterey County
- U.S. General Accounting Office (GAO)

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- Parties designated by the federal or state governments or by the County as part of an audit quality review process
- Auditors of entities of which the County is a sub-recipient of grant funds
- Auditors of entities of which the County is a component unit

CONTRACTOR shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to any matters of continuing accounting significance.

A.5 During the engagement, CONTRACTOR shall be available for any meetings necessary to discuss project status or progress, as well as draft reports, final reports and/or other deliverables.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

This Agreement for as-needed audit and consulting services does not provide for any monetary liability. No guarantee of work is given or implied. This Agreement is not an exclusive service agreement, as the County has awarded multiple agreements with other qualified contractors to provide as-needed audit and consulting services.

- A Task Order ("Task Order") will be issued against the Agreement when an audit or consulting service project is needed by the County. The awarded Task Order will have a value based on time and material costs as warranted by the project and will be subject to the terms and conditions of the Agreement.

- Only if a specific Task Order is agreed by CONTRACTOR to will the selected CONTRACTOR receive compensation up to the amount agreed upon in the Task Order, subject to a "not to exceed" Task Order amount.

- CONTRACTORS may be used for more than one project during each fiscal year on an as-needed basis.

For each project, the County shall prepare a Task Order Solicitation ("Task Order Solicitation"). A Task Order Solicitation is a request for a needed performance audit, financial audit or consulting service project.

- A Task Order Solicitation will contain the purpose, objectives, and scope of work for the desired project.

- The County will invite all CONTRACTORS on the appropriate list of successful CONTRACTORS to submit proposals in response to the Task Order Solicitation. The proposal shall include a project plan and approach, project steps or activities,

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deliverables to be provided, project timeline, project team members, and sealed pricing or cost budget applying rates that do not exceed the agreed-upon rates.

- For each Task Order Solicitation, a selection committee will evaluate the submitted proposals and award the project to the firm whose proposal represents the best overall value to the County on the basis of experience, approach, qualifications and cost.

The County will negotiate the terms of the project with the firm deemed by the selection committee as most qualified and will determine whether the compensation to be paid the firm is fair and reasonable.

- Once an agreement is reached, a Task Order ("Task Order") will be drafted to define the terms of the project. A Task Order is a supplemental document that stipulates the specific services to be provided under the contract.

- A Task Order shall include the statement of work, including the description of services, price, payment schedule, project and performance schedule and milestones, and deliverables, as well as any other terms and provisions agreed upon by both parties.

- No work is authorized until the COUNTY notifies the selected CONTRACTOR to proceed and both parties have fully executed a Task Order.

County shall pay the not-to-exceed amount for the performance of <u>all things necessary</u> for or incidental to the performance of work as set forth in the Task Order. CONTRACTOR'S compensation for services rendered shall be based on the following full-burdened rates:

Position/Title	**Fully Burdened Hourly Rate(s)**		
	Year 1	**Year 2**	**Year 3**
	Date of County Execution (County Signs Last) – March 31, 2026	***April 1, 2026 – March 31, 2027***	***April 1, 2027 – March 31, 2028***
Principal / Principal	$500	$525	$550
Managing Director	$440	$460	$480
Senior Manager	$330	$345	$360
Manager	$270	$280	$290
Senior Staff	$245	$255	$265
Staff	$195	$205	$215

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

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B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, 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.

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.

County of Monterey

Board Report

Legistar File Number: MIN 25-047

Item No.29

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

August 05, 2025

Introduced: 7/8/2025

Current Status: General Government - Consent

Version: 1

Matter Type: Minutes

Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, July 8, 2025.

County of Monterey

Board Report

Legistar File Number: MIN 25-047

Item No.

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

August 05, 2025

Introduced: 7/8/2025
Version: 1

Current Status: Draft
Matter Type: Minutes

Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, July 8, 2025.

County of Monterey

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

Meeting Minutes - Draft

Tuesday, July 8, 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 Chair Supervisor Chris Lopez.

Roll Called

Present: 5 - Supervisor Kate Daniels, Supervisor Luis A. Alejo, Supervisor Wendy Root Askew, Supervisor Chris Lopez and Supervisor Glenn Church who appeared via Zoom pursuant to GC 54953 were present

Staff Present

Sonia De La Rosa, County Administrative Officer, Susan Blitch, 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 Hurtado
Employee Organization(s): All Units
(2) Designated Representatives: Roderick Franks, Diana Jimenez and Becky Cromer
Employee Organization(s): IHSS

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Laura Young (Worker's Compensation Appeals Board No. ADJ7679736)
(2) Cristian Estrada (Worker's Compensation Appeals Board No. ADJ5686936)
(3) Christine Dorgan (Worker's Compensation Appeals Board No. ADJ15431179 and ADJ16117006)
(4) Sage v. County of Monterey, et al. (United States District Court, Northern District Case Number 22CV07083)
(5) County of Monterey v. Life Foundation Monterey LLC, et al. (Monterey County Superior Court Case No. 24CV004599)
(6) Diggs, Cheryl v. County of Monterey, et al. (United States District Court, Northern District Case Number 24CV06565)
(7) Diggs, Cheryl v. County of Monterey, et al. (United States District Court, Northern District Case Number 23CV05231)

c. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

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

Public Comments for Closed Session

Open for public comments; phone number ending in 902 commented.

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 who appeared via Zoom pursuant to GC 54953 were present

Staff Present

Sonia De La Rosa, County Administrative Officer, Susan Blitch, County Counsel and Valerie Ralph, Clerk of the Board were present.

Announcement of Interpreter

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

Pledge of Allegiance

The pledge of allegiance was led by Supervisor Kate Daniels.

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 Ceremonial Resolutions:

A revised ceremonial resolution was received for Item No. 2

Under Consent Calendar - Public Works, Facilities and Parks:

A revised Board Report was received for Item No. 50

Ceremonial Resolutions

Open for public comments; no comments made.

A motion was made by Supervisor Luis A. Church, seconded by Supervisor Kate Daniels to approve Item Numbers 2 through 6.

Supervisor Kate Daniels read the entire Ceremonial Resolution for Item No. 6 into the record to reflect modifications as Additions and Corrections to the resolution.

Roll Call Vote Pursuant to GC 54953
Supervisor Alejo: AYE
Supervisor Church: AYE
Supervisor Root Askew: AYE
Supervisor Daniels: AYE
Chair Supervisor Lopez: AYE

2. Adopt a resolution Recognizing Aztec Legacy Car Club on Their 5th Anniversary and their Dedicated Community Involvement. (Supervisor Alejo)

Adopted Resolution No. 25-228

3. Adopt a resolution Recognizing Alejandra Bologna Zubikarai for Her Exemplary Service and Leadership as Consul General of Mexico in San Jose and Serving Communities Throughout the Central Coast from 2019 to 2025. (Supervisor Alejo)

Adopted Resolution No. 25-232

4. Adopt a resolution Proclaiming July 20 - 26, 2025 “Probation Services Week” (Supervisor Lopez)

Adopted Resolution No. 25-201

5. Adopt a resolution Honoring Adela Alvarez for receiving the Emergent Leadership Award. (Supervisor Lopez)

Adopted Resolution No. 25-202

6. Adopt a resolution Recognizing Congresswoman Zoe Lofgren for her Outstanding Service and Commitment to Democracy, Justice, and the People of California's 18th District. (Supervisor Daniels)

Adopted Resolution No. 25-231

Appointments

Open for public comments; no comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to appoint/reappoint Item Number 7 through 18.

Roll Call Vote Pursuant to GC 54953
Supervisor Alejo: AYE
Supervisor Church: AYE
Supervisor Root Askew: AYE
Supervisor Daniels: AYE
Chair Supervisor Lopez: AYE

7. Reappoint Paula Calvetti to the Workforce Development Board as a Local Business

Representative with a term expiration date on July 8, 2028. (Nominated by Workforce Development Board)

Reappointed

8. Reappoint Michael Gutierrez to Workforce Development Board as a Post-Secondary Education Representative with a term expiration date on July 8, 2028. (Nominated by Workforce Development Board)

Reappointed

9. Appoint Cesar Lara to the Workforce Development Board as a Labor Organization Representative with a term expiration date on July 8, 2028. (Nominated by Workforce Development Board)

Appointed

10. Reappoint Salvador Munoz to Workforce Development Board as a Business Representative with a term expiration date on July 8, 2026. (Nominated by Workforce Development Board)

Reappointed

11. Reappoint Jodi Schaffer to the Emergency Medical Care Committee (EMCC) as a Primary Member representing Citizens with a term expiration date on June 30, 2027. (Nominated by Teresa Rios, Bureau Chief, Emergency Medical Service Agency)

Reappointed

12. Reappoint Christopher Bourquin to the Monterey County Emergency Medical Care Commission (EMCC) as a Primary Member representing Law Enforcement with a term expiration date on June 30, 2027. (Nominated by Teresa Rios, Bureau Chief, Emergency Medical Service Agency)

Reappointed

13. Reappoint Mike Esslinger to the Monterey County Emergency Medical Care Committee (EMCC) as an Alternate Member representing Ambulance Exclusive Operation Area (EOA) Contractor American Medical Response (AMR) with a term expiration date on June 30, 2027. (Nominated by Teresa Rios, Bureau Chief, Emergency Medical Service Agency)

Reappointed

14. Reappoint Will Hiller to the Monterey County Emergency Medical Care Committee (EMCC) as a Primary Member representing 911 Ambulance Contractor with a term expiration date on June 30, 2027. (Nominated by Teresa Rios, Bureau Chief, Emergency Medical Service Agency)

Reappointed

a15. Appoint David Sargenti to the Monterey County Emergency Medical Care Commission (EMCC) as a Primary Member representing the Fire Chief's Association and Advanced Life Support (ALS) with a term expiration date on June 30, 2027. (Nominated by Teresa Rios, Bureau Chief, Emergency Medical Service Agency)

Appointed

16. Appoint Clarisa Reyes-Becerra to Children and Families First Commission as an At-Large Member with a term expiration date on July 8, 2028. (Nominated by Children & Families First Commission)

Appointed

17. Correct the representing category for Efrain Aguilera to the Workforce Development Board from representing Local Business to representing Labor Organization with a term ending January 1, 2026. (Nominated by Workforce Development Board)

Corrected

18. Correct the representing category for Casey Van Den Heuvel to the Workforce Development Board from representing Local Business to representing Labor Organization with a term ending September 15, 2025. (Nominated by Workforce Development Board)

Corrected

Approval of Consent Calendar – (See Supplemental Sheet)

19. See Supplemental Sheet

Open for public comments; no comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Kate Daniels to approve Consent Calendar Item Numbers 31 through 53.

Roll Call Vote Pursuant to GC 54953
Supervisor Alejo: AYE
Supervisor Church: AYE
Supervisor Root Askew: AYE
Supervisor Daniels: AYE
Chair Supervisor Lopez: AYE

General Public Comments

20. General Public Comments

Open for general public comments for items not on the agenda today; Rosa Espinoza with the assistance of the Spanish Interpreter Diego Celis, Christine Winge, Maiaika Velazquez, Nina Beety (phone number ending in 902), Lyndon Tarver, Chris Berrera, Mel Mason, Karen Frick, Susan Corenshue, Robert Daniels, woman no name provided, T. Allen Smith, Roselyn Green, Anna Leal and Deaysia (no last name provided) commented.

Scheduled Matters

21. Approve and authorize the Director of Health Services or designee to execute the Agreement for Advanced Life Support and Basic Life Support Ambulance Services, Interfacility and Critical Care Transport, Standby, and Communication Services for the Exclusive Operating Area for the

County of Monterey between the County of Monterey and American Medical Response West for the period from the date the Agreement is signed by all parties through January 31, 2032.

Teresa Rios, Bureau Chief and Debra Hopgood, Management Analyst III from the Health Department presented via PowerPoint presentation.

Open for public comments; Rosa Espinoza with the assistance of the Spanish Interpreter Diego Celis and Eric Peterson commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to: Approve and authorize the Director of Health Services or designee to execute the Agreement for Advanced Life Support and Basic Life Support Ambulance Services, Interfacility and Critical Care Transport, Standby, and Communication Services for the Exclusive Operating Area for the County of Monterey between the County of Monterey and American Medical Response West for the period from the date the Agreement is signed by all parties through January 31, 2032.

Roll Call Vote Pursuant to GC 54953
Supervisor Alejo: AYE
Supervisor Church: AYE
Supervisor Root Askew: AYE
Supervisor Daniels: AYE
Chair Supervisor Lopez: AYE

12:00 P.M. - Recessed to Lunch back into Closed Session at 12:18 p.m.

1:30 P.M. - Reconvened at 2:00 p.m.

Introduction of the Young Supervisors

Supervisor Luis A. Alejo introduced the Young Supervisors Program and its participants.

Roll Called

Present: 5 - Supervisor Kate Daniels, Supervisor Luis A. Alejo, Supervisor Wendy Root Askew, Supervisor Chris Lopez and Supervisor Glenn Church who appeared via Zoom pursuant to GC 54953 were present

Staff Present

Sonia De La Rosa, County Administrative Officer, Susan Blitch, County Counsel and Valerie Ralph, Clerk of the Board were present.

Announcement of Interpreter

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services

Scheduled Matters

22. a. Discuss and update the Board on matters related to assessments for delinquent fees from Waste Management, Inc. DBA Carmel Marina Corporation for solid waste hauling fees; and
b. Confirm the report of delinquent solid waste hauling fees for the unincorporated area as

identified in the "Report of 2023-2024 Delinquent Waste Hauling Fees in the Unincorporated Area" (attached hereto), allowing for any revisions/reductions following conclusion of the dispute resolution process; and
c. Authorize the delinquent solid waste hauling fees, as set forth in the confirmed report and following conclusion of the dispute resolution process, to constitute special assessments against the respective parcels of land to be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and
d. Authorize the Clerk of the Board to file a certified copy of the report with the Auditor-Controller; and
e. Provide direction as needed.

Ric Encarnacion, Bureau Chief from the Environmental Health Department and Liz Hall from Waste Management presented via PowerPoint presentation.

Open for public comments; Ryan Montgomery commented.

A motion was made by Supervisor Kate Daniels, seconded by Supervisor Luis A. Alejo to:
a. Discuss and update the Board on matters related to assessments for delinquent fees from Waste Management, Inc. DBA Carmel Marina Corporation for solid waste hauling fees; and
b.Confirm the report of delinquent solid waste hauling fees for the unincorporated area as identified in the "Report of 2023-2024 Delinquent Waste Hauling Fees in the Unincorporated Area" (attached hereto), allowing for any revisions/reductions following conclusion of the dispute resolution process; and
c. Authorize the delinquent solid waste hauling fees, as set forth in the confirmed report and following conclusion of the dispute resolution process, to constitute special assessments against the respective parcels of land to be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and
d. Authorize the Clerk of the Board to file a certified copy of the final report with the Auditor-Controller; and
e. Direct staff to continue working with WM to correct errors and resolve post-submission issues as needed.

Roll Call Vote Pursuant to GC 54953
Supervisor Alejo: AYE
Supervisor Church: AYE
Supervisor Root Askew: AYE
Supervisor Daniels: AYE
Chair Supervisor Lopez: AYE

23. a. Receive a presentation from the Department of Emergency Management regarding the Moss300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate.

Kelsey Scanlon, Director of Emergency Management and Nicole Fowler, Health Program Coordinator verbally presented.

Open for public comments; Margie Kay, Nina Beety phone number ending in 902 and Marilyn Garris commented.

Upon consensus the Board:
a. Received a presentation from the Department of Emergency Management regarding the Moss300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate.

24. Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

Kelsey Scanlon, Director of Emergency Management verbally presented.

Open for public comments; no comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to: Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

Roll Call Vote Pursuant to GC 54953
Supervisor Alejo: AYE
Supervisor Church: AYE
Supervisor Root Askew: AYE
Supervisor Daniels: AYE
Chair Supervisor Lopez: AYE

25. PLN240004 - GRIFFITH RICHARD S & NANCY S TRS

Public hearing to consider:
1. An addendum to a previously certified Santa Lucia Environmental Impact Report (EIR) No. 94-005 to reflect changes or additions in the project that do not cause substantial changes or require major revisions to the adopted EIR pursuant to California Environmental Quality Act (CEQA) Guidelines section 15164;
2. Approving the Santa Lucia Preserve Phase A Subdivision Final Map Amendment (Lot 38);
3. Directing the Clerk of the Board to submit a Certificate of Correction signed by the County Surveyor to the County Recorder for recording with all applicable recording fees paid by the applicant; and
4. Approving an Administrative Permit and Design Approval to allow construction of a 6,330 square foot single-family residence, inclusive of a detached 889 square foot garage, a 1,191 square foot basement, a 407 square foot covered porch, and associated site improvements.

Project Location: 1 Rumsen Trace, Carmel.
Proposed CEQA Action: Consider an Addendum together with a previously certified Environmental Impact Report pursuant to CEQA Guidelines section 15164.

Public hearing held.

Jacqueline Nickerson, Principal Planner from Housing and Community Development presented via PowerPoint presentation.

Open for public comments; Joel Panzier commented.

A motion was made by Supervisor Kate Daniels, seconded by Supervisor Luis A. Alejo to:
1. Consider an Addendum together with a previously certified Santa Lucia EIR No. 94-005 to reflect changes or additions in the project that do not cause substantial changes or require major revisions to the adopted EIR pursuant to CEQA Guidelines section 15164 ;
2. Approve the Santa Lucia Preserve Phase A Subdivision Final Map Amendment (Lot 38);
3. Directing the Clerk of the Board to submit a Certificate of Correction signed by the County

Surveyor to the County Recorder for recording with all applicable recording fees paid by the applicant; and
4. Approve an Administrative Permit and Design Approval to allow construction of a 6,330 square foot single-family residence, inclusive of a detached 889 square foot garage, a 1,191 square foot basement, a 407 square foot covered porch, and associated site improvements.

A draft resolution, including findings and evidence, is attached for consideration (Attachment A). Staff recommends approval subject to 12 conditions.

Roll Call Vote Pursuant to GC 54953
Supervisor Alejo: AYE
Supervisor Church: AYE
Supervisor Root Askew: AYE
Supervisor Daniels: AYE
Chair Supervisor Lopez: AYE

26. PLN240077 - SIGNAL HILL LLC

Public hearing to consider three appeals, one by Samuel Reeves, one by the Alliance of Monterey Area Preservationists (AMAP), and one by Massy Mehdipour, the applicant, from the April 30, 2025 Planning Commission decision approving the construction of an approximately 8,290 square foot two-story single family dwelling with an attached three car garage with light brown stucco exterior, black metal clad wood accents, and a gravel roof, an approximately 180 square foot stairwell, and approximately 695 square feet of terrace (identified as the "Reduced Project," Alternative 6 in the Final Environmental Impact Report (EIR) and the relocation of three Monterey Cypress trees.

Project Location: 1170 Signal Hill Road, Pebble Beach, Del Monte Forest Area Land Use Plan, Coastal Zone

Proposed California Environmental Quality Act (CEQA) Action: Consider a previously certified Final Environmental Impact Report (FEIR) (SCH#2015021054) for the Signal Hill LLC project and find the project consistent with the FEIR and that the design review does not warrant an addendum pursuant to CEQA Guidelines section 15162.

Public hearing held.

Mary Israel, Senior Planner from Housing and Community Development presented via PowerPoint presentation.

Anthony Lombardo, on behalf of Samuel Reeves, Appellant presented via PowerPoint presentation.

Denise Estrada on behalf of Mimi Sheridan, President, Appellant from the Alliance of Monterey Area Preservations (AMAP) verbally presented.

Massy Mehdipour, Applicant/Appellant verbally presented on her own behalf.

Open for public comments; gentleman (no name provided), Chris Stevens and Nina Beety phone number ending in 902 commented.

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to: Comply with the original motion from the June 27, 2023, to stay within the same footprint of the existing building including the scenic easement. Staff was directed to bring back this matter on Tuesday, August 26, 2025, for the adoption of the resolution.

Roll Call Vote Pursuant to GC 54953
Supervisor Alejo: AYE
Supervisor Church: AYE
Supervisor Root Askew: AYE
Supervisor Daniels: AYE
Chair Supervisor Lopez: AYE

Other Board Matters

Referral Matrix and New Referrals

27. Referral Matrix and New Referrals

There were no new referrals for this week's agenda.

Referral Responses

Chair Supervisor Chris Lopez left the meeting at 6:00 p.m.

Vice Chair Wendy Root Askew took over the meeting.

28. Consider a preliminary analysis report in response to ***Board Referral No.* 2025.06**, seeking to design a pilot program at the Alisal Health Center in East Salinas to better meet the healthcare language needs of our Indigenous-language-speaking patients.

Elsa Jimenez, Director of the Health Department verbally presented.

Open for public comments; Marcela Rivas with the assistance of Diego Celis Spanish Interpreter, Araceli Madino with the assistance of Diego Celis Spanish, Andre Reyes with the assistance of Diego Celis, Araceli Gonzales with the assistance of Diego Celis, Estella (last name inaudible) and Sarina Martinez commented.

Upon consensus the Board:
a. Received a preliminary analysis report in response to Board Referral No. 2025.06; and
Directed staff to return to Board with a more comprehensive analysis of referral and anticipated effort for completion in September 2025.

Supervisor Luis A. Alejo left the meeting at 6:23 p.m.

County Administrative Officer Comments

29. County Administrative Officer Comments

There were no County Administrative Officer's comments this week.

Board Comments

30. Board Comments

Board comments can be heard by clicking the following link:

https://monterey.granicus.com/player/clip/5802?meta_id=919717

Read Out from Closed Session by County Counsel

There was no reportable read out from closed session.

Adjourned

The meeting was adjourned at 6:30 p.m. by Vice Chair Supervisor Wendy Root Askew.

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

31. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No.2 to the agreement (A-17070) with Professional Research Consultants, Inc. for healthcare industry market research design, analysis, support, training and consulting services, with no change to the term of Agreement (November 1, 2023 through December 31, 2027) and adding $24,000 for a revised total agreement amount not to exceed $409,000.

Approved

32. Authorize the Chief Executive Officer for Natividad Medical Center, or his designee, to execute a County of Monterey Indemnification Agreement ("Agreement") with Salinas Regional Sports Authority (“SRSA”), authorizing SRSA to use on a temporary basis the Corral Parking Lot on the Natividad Medical Center campus for overflow parking by SRSA staff on designated weekends through December 31, 2025, at no cost to SRSA, in support of events and regular programming at the Salinas Regional Sports Complex.

Approved

Health Department

33. Approve and authorize the Board of Supervisor Chair or designee to execute a Memorandum of Agreement with Hitchcock Road Animal Services Agency setting forth the County’s responsibilities with respect to the Agency as Administering Agency of the Joint Powers Authority.

Approved

34. a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 2 to the Standard Agreement with Tovar Strategies Inc. to provide professional web design and media specialist services in the fulfillment of the approved “Rainbow Connections” Mental Health Services Act (MHSA) Innovation Plan and Mental Health Student Services Act (MHSSA) grant for a total Agreement amount not to exceed $224,700 and for an extended term through December 31, 2027; 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% ($22,470) of the agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $247,170.

Approved

35. a. Approve and authorize the Director of Health Services or designee to execute a Non-standard Agreement with Centers for Disease Control and Prevention, National Healthcare Safety Network, to establish formal data access, for the term upon execution through five years from execution date, with no exchange of funds; and

b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three (3) future amendments that do not significantly change the scope.

Approved

36. Adopt a resolution to:
Confirm the appointment of Melanie Rhodes as the permanent Bureau Chief and Director of Behavioral Health for the County of Monterey Health Department.

Adopted

37. a. Approve and authorize the Director of Health Services or designee to execute an Asset Purchase Agreement (APA) with Juan C. Valencia Dental Corp, dba La Paz Dental Care (La Paz) effective June 2, 2025 for the purchase of the assets of the La Paz Dental Care dental practice located at 559 E. Alisal St., Suites 101 (Premises) for a purchase price of $500,000 which shall be payable upon completion of all transaction closing deliverables; and
b. Approve and authorize the Director of Health Services or designee to execute a Lease Assignment Agreement with La Paz, on substantially the same terms as presented, allowing La Paz to assign its current lease agreement to the County of Monterey, on behalf of the Monterey County Health Department (Clinic Services) for the purpose of operating a family dental practice at 559 E. Alisal St., Suites 101 (Premises), effective as of the closing date of the Asset Purchase transaction through the remaining term of the assumed Lease Agreement; and
c. Approve and authorize the Director of Health Services or designee to execute an Assignment and Assumption Agreement, on substantially the same terms as presented, allowing La Paz to assign assets to Clinic Services and Clinic Services to assume those assets effective upon the closing date of the Asset Purchase transaction; and
d. Authorize the Director of Health Services or designee to execute a Professional Services Agreement with Juan C. Valencia Dental Corp, dba La Paz Dental Care in an amount not to exceed $200,000 to provide dental services in the County Mobile Clinic #1 beginning on a date to be mutually agreed to by County and La Paz, for a period of one year, with the option to extend the agreement for two (2) additional one (1) year terms; and
e. Authorize the Director of Health Services or designee to execute up to three (3) future amendments to the Professional Services Agreement that do not significantly change the scope of services and where each Amendment does not exceed $200,000 for a revised total contract amount not to exceed $600,000.

Approved

Criminal Justice

38. a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Renewal and

Amendment No. 1 to the Professional Services Agreement with the Law Office of William Scott Erdbacher to provide case management and case supervision for the Alternate Defender Office, to extend the expiration date for 12 additional months to June 30, 2026, retroactively effective July 1, 2025, for a revised full term of July 1, 2024, through June 30, 2026, and to increase the not-to-exceed amount by $165,000 for a total not-to-exceed of $330,000.

Approved

39. a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Renewal and Amendment No. 1 to the Professional Services Agreements (PSAs) for Alternate Defender Office (ADO) legal representation in indigent adult criminal cases, to extend the expiration date for 12 additional months to June 30, 2026, retroactively effective to July 1, 2025, for a revised term of July 1, 2024, to June 30, 2026, and to double the not-to-exceed amount per attorney for the additional year of work, with the following revised not-to-exceed amounts per attorney: Kelly Duncan-$210,000; Jan Lindberg-$230,000; Tara Higgins-$310,000; Richard West-$310,000; and Shane Kelly-$310,000; and
b. Approve and authorize the Contracts/Purchasing Officer or designee to execute Renewal and Amendment No. 1 to the Professional Services Agreements (PSAs) for Alternate Defender Office (ADO) legal representation in indigent juvenile criminal cases, to extend the expiration date for 12 additional months to June 30, 2026, retroactively effective to July 1, 2025, for a revised term of July 1, 2024, to June 30, 2026, and to double the not-to-exceed amount per attorney for the additional year of work, with the following revised not-to-exceed amounts per attorney: Elliott Sanford-$210,000 and Jeffrey Gobell-$240,000.

Approved

40. a. Approve and authorize the Chief Probation Officer to execute an Agreement with Turning Point of Central California, Inc. to provide employment training and job placement services for adult offenders under the AB 109 Public Safety Realignment plan, with a term date retroactive to July 1, 2025 through June 30, 2026, not to exceed $261,520; and
b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where the amendments do not exceed 10% ($26,152) of the original Agreement amount and do not significantly alter the scope of services, for a not to exceed maximum of $287,672.

Approved

41. Adopt a resolution to designate and authorize the Administrative Department Head for the Public Defender's Office to act on behalf of the County of Monterey Board of Supervisors to execute and manage grant documents and any amendments thereto for the Board of State and Community Corrections (BSCC) Public Defense Pilot Program (PDPP) grant.

Adopted

General Government

42. a. Approve and authorize the Director of the Emergency Communications Department to sign an agreement with US DIGITAL DESIGNS BY HONEYWELL in an amount not to exceed $70,056 effective upon execution and continuing for a term of six (6) years after system Go-Live, for fire station alerting software;
b. Accept nonstandard terms as recommended by the Director of the Emergency Communications Department; and
c. Authorize the Director of the Emergency Communications Department to sign up to three (3) additional amendments to this Agreement where the amendments do not significantly change the scope of services and do not add more than 10% ($7,005) of the original agreement amount for a maximum aggregate agreement total of $77,061.

Approved

43. Adopt a Resolution to
a. Retitle the Contracts and Purchasing division of the County Administrative Office to Contracts and Procurement to more accurately reflect the work of the division;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the Contracts and Purchasing Officer to Chief Contracts and Procurement Officer with the salary range as indicated in Attachment A;
c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classifications of Deputy Contracts and Procurement Officer I, Deputy Contracts and Procurement Officer II and Senior Deputy Contracts and Procurement Officer with the salary ranges as indicated in Attachment A;
d. Amend the County Administrative Office - Contracts & Purchasing Budget Unit (001-1050-CAO002-8047) to reallocate and to approve the reclassification of three (3) Buyer IIs to three (3) Deputy Contracts and Procurement Officer Is as indicated in Attachment A;
e. Amend the County Administrative Office - Contracts & Purchasing Budget Unit (001-1050-CAO002-8047) to reallocate and to approve the reclassification of one (1) Management Analyst I to one (1) Deputy Contracts and Procurement Officer II as indicated in Attachment A;
f. Amend the County Administrative Office - Contracts & Purchasing Budget Unit (001-1050-CAO002-8047) to reallocate and to approve the reclassification of one (1) Management Analyst II to one (1) Deputy Contracts and Procurement Officer II as indicated in Attachment A;
g. Amend the County Administrative Office - Contracts & Purchasing Budget Unit (001-1050-CAO002-8047) to reallocate and to approve the reclassification of three (3) Management Analyst IIIs to three (3) Senior Deputy Contracts and Procurement Officers as indicated in Attachment A;
h. Amend the FY 2025-26 Adopted Budget for the County Administrative Office - Contracts & Purchasing (001-1050-CAO002-8047) to increase appropriations by $149,566, financed by a

decrease in appropriations of $149,566 in Contingencies (001-1050-CAO020-8034);
i. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System

Adopted

44. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the salary ranges of the Child Support Officer I, II & III, Supervising Child Support Officer, Child Support Performance Specialist, Corrections Specialist, Senior Corrections Specialist, Management Analyst I, II & III, Community Affiliation Manager, Sheriff's Commander, Storekeeper-SB 525, Senior Storekeeper-SB 525 and Supervising Storekeeper-SB525 effective the first full pay period following July 1, 2025, as indicated in Attachment A;
b. Direct the Human Resources Department and the Auditor Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) System.

Adopted

45. a. Authorize the Contracts/Purchasing Officer and/or designee to execute an Agreement for FY 2025-26 Development Set-Aside Agencies Standard Agreement with Monterey County Destination Marketing Organization, Inc. (See Monterey) to develop and implement marketing programs that promote Monterey County as a travel and leisure destination, for the period of one (1) year, for the term of July 8, 2025 through June 30, 2026, in the amount not to exceed $1,913,494; and
b. Authorize the Contracts/Purchasing Officer and/or designee to execute an Agreement for FY 2025-26 Development Set-Aside Agencies Standard Agreement for the Arts Council for Monterey County (Arts4MC) to develop and implement cultural arts programs for Monterey County residents and visitors, for the period of one (1) year, for the term of July 8, 2025 through June 30, 2026, in the amount not to exceed $603,164; and
c. Authorize the Contracts/Purchasing Officer and/or designee to execute an Agreement for FY 2025-26 Development Set-Aside Agencies Standard Agreement for Monterey County Film Commission (MCFC) to develop and implement programs that promote Monterey County as a film destination and generate increased business, revenue and jobs throughout Monterey County, for the period of one (1) year, for the term of July 8, 2025 through June 30, 2026, in the amount not to exceed $289,724; and
d. Authorize the Contracts/Purchasing Officer and/or designee to execute an Agreement for FY 2025-26 Development Set-Aside Agencies Standard Agreement for Monterey County Business Council (MCBC) to perform all tasks necessary to create and/or retain at least 100 jobs in Monterey County, for the period of one (1) year, for the term of July 8, 2025 through June 30, 2026, in the amount not to exceed $188,593; and
e. Consider approving the revised Development Set-Aside (DSA) guidelines.

Approved

46. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement template retroactive to July 1, 2025, through June 30, 2030, between the Educational Institution(s) and the County of Monterey.

Approved

47. a. Approve a Memorandum of Understanding (MOU) between the Monterey County Workforce Development Board and partners of the America's Job Centers of California/One-Stop system regarding delivery of job training and placement, and other social services, retroactive to July 1, 2025, through June 30, 2028;
b. As the Chief Elected Official of the Monterey County local workforce development area, authorize the Chair of the Monterey County Workforce Development Board and the Chair of the Board of Supervisors to sign the MOU in compliance with the Workforce Innovation and Opportunity Act of 2014; and
c. Authorize the Chair of the Monterey County Workforce Development Board to execute amendments to the MOU to adjust cost allocations, add partners, and make other changes to its terms necessitated by changed circumstances occurring between July 1, 2025, and June 30, 2028.

Approved

48. Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, June 24, 2025, and Tuesday, July 1, 2025.

Approved

Housing Community and Development

49. a. Approve a retroactive Standard Agreement with Oliver Property Management to provide property management services at the Kents Court Housing Development in Pajaro, CA, in an amount not to exceed $700,000 for a term beginning July 1, 2025, through June 30, 2028;
b. Authorize the Contracts/Purchasing Officer or designee to execute the retroactive Standard Agreement and future amendments to the Agreement where each amendment does not significantly alter the scope of work or increase the original Agreement amount by more than 10% ($70,000) of the original contract amount of $700,000 subject to review by County Counsel.

Approved

Public Works, Facilities and Parks

50. a. Adopt the County of Monterey 2025 Construction Task Catalogs, Job Order Contracting (JOC) 2025 - Roads & Bridges Project Specifications, JOC 2025 Emergency Response Work Project Specifications, JOC 2025 Traffic Striping and Signage Project Specifications, JOC 2025 - Facilities Large Capacity Project Specifications, JOC 2025 - Facilities Small Capacity Project

Specifications and County of Monterey 2025 Technical Specifications for JOC 2025, Project No. JOC 2025, Bid No. Roads & Bridges 2025-01, Bid No. Roads & Bridges 2025-02, Bid No. Roads & Bridges 2025-03, Bid No. Roads & Bridges 2025-04, Bid No. Roads & Bridges 2025-05, Bid No. Roads & Bridges 2025-06 and Project No. JOC 2025, Bid No. Emergency Response Work 2025-01, Bid No. Emergency Response Work 2025-02, and Bid No. Emergency Response Work 2025-03, and Project No. JOC 2025, Bid No. Traffic Striping and Signage 2025-01, Bid No. Traffic Striping and Signage 2025-02, and Project No. JOC 2025, Bid No. Facilities-L 2025-01, Bid No. Facilities-L 2025-02, Bid No. Facilities-L 2025-03, and Bid No. Facilities-L 2025-04, Bid No. Facilities-L 2025-05 and Project No., JOC 2025, Bid No. Facilities-S 2025-01, Bid No. Facilities-S 2025-02, Bid No. Facilities-S 2025-03;
b. Authorize the Director of Public Works, Facilities and Parks to advertise for bids in local newspaper publications for projects substantially similar to the Construction Task Catalogs, Technical Specifications and Project Specifications adopted by the Board of Supervisors; and
c. Support lowest bid price as the basis of award for the 2025 JOC bids.

Adopted

51. Approve and authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to a non-standard Professional Services Agreement No. 15850 with Harris & Associates, Inc., for on-call construction management services for various County Capital Improvement projects located in the County of Monterey under Request for Qualifications (RFQ) #10803, to increase the not to exceed amount by $9,000,000 bringing the potential overall agreement aggregate not to exceed amount to a total of $14,000,000 and to extend the term to July 21, 2027.

Approved

52. a. Approve Amendment No. 1 to Professional Services Agreement No. A-16331, Multi-Year Agreement #3200*7161, with C M Pros (Agreement) to provide additional construction management services for the Robinson Canyon Road Bridge Scour Repair Project, County Bridge No. 503, Request for Proposals (RFP) #10807, to increase the not to exceed maximum by $61,398 to a total of $478,398 with no extension to the term from June 6, 2023 to June 5, 2026, with the option to extend the Agreement for two additional 1-year period(s); and
b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to Professional Services Agreement No. A-16331and future amendments to the Agreement, including term extensions beyond the original anticipated five-year term of RFP #10807, where the amendments do not significantly alter the scope of work as determined by the Director of PWFP or designee or increase the approved Agreement amount.

Approved

53. a. Approve the proposed retroactive Regional Reimbursement Agreement between the Transportation Agency for Monterey County (TAMC) and the County of Monterey (Agreement) to reimburse costs incurred by the County of Monterey for implementation of the Toro Park Pilot Project, Project No. 8215, effective as of the last date opposite the respective signatures of the Agreement until discharged or terminated by mutual consent of the parties, for an amount not to exceed $150,000 and
b. Authorize the Director of Public Works, Facilities and Parks or their designee to execute the

proposed retroactive Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount, subject to review and approval as to form, insurance and indemnification provisions and fiscal provisions by the Office of the County Counsel-Risk Management and the Auditor-Controller's Office, respectively.

Approved

Please refer to the Board Orders for the approved and adopted Agreement, Resolution and Ordinance numbers.

County of Monterey

Board Report

Legistar File Number: 25-541

Item No.30

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

August 05, 2025

Introduced: 7/14/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Receive an update on the County of Monterey's Board of Supervisors' discretionary fund expenditures for Fiscal Year ("FY") 2024/2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive an update on the County of Monterey's Board of Supervisors' discretionary fund expenditures for Fiscal Year ("FY") 2024/2025.

SUMMARY/DISCUSSION:
Pursuant to the Board of Supervisors' Discretionary Fund Policy (G-25), adopted on September 10, 2024, the Office of the County Counsel submits the attached summary of discretionary fund expenditures for FY 2024/2025.

The discretionary fund policy includes the following procedures:

i. Discretionary fund expenditures of $5,000 or less will be reviewed and approved, as appropriate, by the CAO, or their designee, and the County Counsel, or their designee, using the form attached as Exhibit A to this policy.

ii. Discretionary fund expenditures of greater than $5,000 will be reviewed and approved, as appropriate, by the Board of Supervisors at a regularly agendized meeting of the Board of Supervisors. For convenience, attached as Exhibit B is a recommended form for use for approvals of expenditures in excess of $5,000. It is anticipated that expenditures of greater than $5,000 will be approved through the Board of Supervisors' consent agenda.

iii. After the end of the County's fiscal year, a report will be published to the Board summarizing the Board of Supervisors' discretionary fund expenditures.

In FY 2024/2025, each member of the Board of Supervisors received $200,000 in discretionary funds to support grants for projects that provide significant public benefit, in accordance with Article XVI, Section 6 of the California Constitution and Government Code Section 26227.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office concurs with this recommendation.

FINANCING:
There is no cost associated with this action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action supports all strategic initiatives by promoting transparency and accountability in the use of discretionary funds.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared and Approved by: Susan K. Blitch, County Counsel, x5161

Attachments:

1. List of FY 2024/2025 Board Discretionary Fund Requests

County of Monterey

Board Report

Legistar File Number: 25-541

Item No.

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

August 05, 2025

Introduced: 7/14/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Receive an update on the County of Monterey's Board of Supervisors' discretionary fund expenditures for Fiscal Year ("FY") 2024/2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive an update on the County of Monterey's Board of Supervisors' discretionary fund expenditures for Fiscal Year ("FY") 2024/2025.

SUMMARY/DISCUSSION:
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The discretionary fund policy includes the following procedures:

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ii. Discretionary fund expenditures of greater than $5,000 will be reviewed and approved, as appropriate, by the Board of Supervisors at a regularly agendized meeting of the Board of Supervisors. For convenience, attached as Exhibit B is a recommended form for use for approvals of expenditures in excess of $5,000. It is anticipated that expenditures of greater than $5,000 will be approved through the Board of Supervisors' consent agenda.

iii. After the end of the County's fiscal year, a report will be published to the Board summarizing the Board of Supervisors' discretionary fund expenditures.

In FY 2024/2025, each member of the Board of Supervisors received $200,000 in discretionary funds to support grants for projects that provide significant public benefit, in accordance with Article XVI, Section 6 of the California Constitution and Government Code Section 26227.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office concurs with this recommendation.

FINANCING:
There is no cost associated with this action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action supports all strategic initiatives by promoting transparency and accountability in the use of discretionary funds.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared and Approved by: Susan K. Blitch, County Counsel, x5161

Attachments:

1. List of FY 2024/2025 Board Discretionary Fund Requests

BOARD DISCRETIONARY FUND REQUESTS FY 2024/2025

Each district was allocated discretionary fund expenditures of $200,000 for Fiscal Year (FY) 2024/2025.

DISTRICT	BALANCE FY 24/25	TOTAL SPENT FY 24/25
District 1 (Alejo):	$ 23,700.00	$ 176,300.00
District 2 (Church):	$ 20,001.85	$ 179,998.15
District 3 (Lopez):	$ 12,338.00	$ 187,662.00
District 4 (Askew):	$ -	$ 200,000.00
District 5 (Daniels):	$ -	$ 200,000.00

No:	Date:	District:	Amount:	Vendor:	Description:	Status:
1	10/22/2024	District 2	$ 25,000.00	Aromas Community Center Foundation ("ACCF")	Maintenance and development of Aromas Community Park Facilities	Approved
2	11/12/2024	District 2	$ 9,000.00	Spay Neuter Imperative Project ("SNIP")	Performing rabies vaccinations for dogs and cats.	Approved
3	11/13/2024	District 3	$ 9,000.00	Spay Neuter Imperative Project ("SNIP")	Performing rabies vaccinations for dogs and cats.	Approved
4	11/12/2024	District 1	$ 100,000.00	Community Foundation for Monterey County ("CFMC")	Maintenance and development of County's COVID-19 Community Memorial	Approved
5	11/12/2024	District 1	$ 75,000.00	Salinas Regional Sports Authority ("SRSA")	Maintenance and development of skate and BMX park facilities at Salinas Regional Soccer Complex.	Approved
6	12/10/2024	District 2	$ 5,000.00	Food Bank of Monterey County	Purchase 166 posole kits for Castroville Christmas food distribution event on 12/23/24 at Our Lady of Refuge Catholic Church.	Approved
7	1/7/2025	District 2	$ 45,000.00	Ventures' Alas Program	Assists Pajaro residents in building financial resilience Pajaro - Community Cohort.	Approved
8	2/18/2025	District 3	$ 24,000.00	City of Gonzales	Repair and maintenance of leaking roof and mold removal at Gonzales' Fire Dept. main facility.	Approved
9	3/17/2025	District 2	$ 5,000.00	10 Lives TNVR	Performing spaying/neutering feral cats.	Approved
10	3/17/2025	District 3	$ 2,500.00	CAO - County Communications to bill against accounting string.	Purchase Know Your Rights immigration red cards with additional language and QR code.	Approved
11	3/18/2025	District 3	$ 40,000.00	Arts Council for Monterey County ("Arts4MC")	Maintenance and development of a mural on the Soledad Fire Department.	Approved
12	3/26/2025	District 2	$ 3,500.00	Oak Hills Neighborhood Association, Inc.	Goat grazing for wildfire prevention on public green space within the CSA-45 Oak Hills perimieter.	Approved
13	3/28/2025	District 2	$ 4,998.15	Castroville Cemetery District	Maintenance and development in preparation for the Memorial Day Avenue of Flags Event at the Castroville Cemetery.	Approved
14	4/1/2025	District 1	$ 1,000.00	Fiestas Patrias of Watsonville	Maintenance and development in preparation for the 35th Anniversary of Fiestas Patrias De Watsonville Event.	Approved
15	4/9/2025	District 1	$ 300.00	Adelaida Gonzalez	Stipend. Recipient served as a volunteer at the Know Your Rights immigration forum in Greenfield, providing Triqui interpretation during consultations.	Approved
16	4/22/2025	District 2	$ 22,500.00	Ferrasci Little League	Maintenance and development of park facilities, consisting of a large concrete pad behind the baseball backstop to help stabilize for future storms in Bolsa Knolls.	Approved
17	5/1/2025	District 2	$ 5,000.00	Prunedale Senior Center	Maintenance and development of computer programs to Senior computer program trainings.	Approved
18	5/6/2025	District 4	$ 200,000.00	Inter-fund operating transfer (IET) to PWFP Capital Project Fund 404	PWFP related capital projects to improve residents ability to access County facilities.	Approved

BOARD DISCRETIONARY FUND REQUESTS FY 2024/2025

19	6/6/2025	District 3	$ **2,000.00**	City of King Little League	Maintenance and development of program expansion services by providing local children with safe and supportive environment.	Approved
20	6/9/2025	District 3	$ **2,000.00**	Soledad Little League	Maintenance and development of program expansion services by providing local children with safe and supportive environment.	Approved
21	6/11/2025	District 3	$ **2,000.00**	Greenfield Little League	Maintenance and development of program expansion services by providing local children with safe and supportive environment.	Approved
22	6/11/2025	District 3	$ **2,000.00**	Gonzales Little League	Maintenance and development of program expansion services by providing local children with safe and supportive environment.	Approved
23	6/11/2025	District 3	$ **2,662.00**	City of Gonzales	Purchase a drone to enhance emergency response capabilities - helping to protect the community and law enforcement officers.	Approved
24	6/17/2025	District 2	$ **50,000.00**	Monterey County Historical Society	Maintenance and replacement of the 52-year-old cedar shingle roof of Casa Boronda Adobe roof.	Approved
25	6/17/2025	District 3	$ **67,500.00**	Inter-fund operating transfer (IET) to PWFP Capital Project Fund 404	Purchase vacant land from Aileen Jones, owner of APN 231-036-004 located at 54692 Teresa St., San Lucas, CA to be used as San Lucas Library Expansion.	Approved
26	6/17/2025	District 5	$ **100,000.00**	Regenerative California/Multiplier	Identify and advance a pilot project cohort with the next phase of the Attainable Housing Initiative.	Approved
27	6/24/2025	District 5	$ **100,000.00**	Inter-fund operating transfer (IET)to HCD Fund 009	Support the launch of a Fast-Track Permitting Pilot for "missing-middle" housing projects.	Approved
28	6/24/2025	District 3	$ **10,000.00**	City of Greenfield	Maintenance and development of a mural at the Greenfield Memorial Hall.	Approved
29	6/24/2025	District 3	$ **10,000.00**	Newton Construction	Maintenance and development of a mural at the King City Family Justice Center.	Approved
30	6/24/2025	District 3	$ **14,000.00**	San Antonio Community Betterment Association	Maintenance and replacement of the roof at the Lockwood Community Center.	Approved
31	6/25/2025	District 2	$ **5,000.00**	Rotary Club of Freedom	Purchase 200 beds for the Pajaro Rescue Mission shelter.	Approved

Introduced: 7/14/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer or his designee to execute Amendment No. 2 to the non-standard Agreement with Granicus, LLC to 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.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer or his designee to execute Amendment No. 2 to the non-standard Agreement with Granicus, LLC to 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
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SUMMARY/DISCUSSION:
The Board of Supervisors previously authorized the Chief Information Officer to sign a non-standard Agreement with Granicus, LLC to provide govAccess Plus Edition CMS Software subscription,

maintenance, support, and hosting for the County's website in 2021 and amended the agreement in 2023 to increase the contract amount and extend the term through 2027. To lock in pricing ITD is asking to amend the agreement again to add additional funding and extend the term through 2030.

The Agreement with Granicus, LLC utilizes a website design specifically for government entities, focusing on citizen engagement and accessibility. Some of the management tools provide digital communication tools for residents, visitors, and current and potential businesses of Monterey County. The online tools provide an avenue for requesting services, registering businesses, reporting issues, contacting a supervisor, as well as paying taxes and fees. During emergencies, the County website is updated to provide the public with relevant and direct guidance. The County's website also provides County employees access to their email, calendars and County address book anytime.

The agreement continues to provide crucial support for the County website, which includes an ongoing subscription to govAccess Plus Edition CMS ensuring the County website is equipped with the latest tools and technologies.

The agreement contains non-standard language, which is not standard to the County, but standard in the industry, and poses minimal liability as recommended by the Chief Information Officer.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed the agreement and approves as to legal form. Auditor-Controller's Office reviewed the contract but does not agree to the non-standard payment provisions.

FINANCING:
The funds for payment of the costs of this Agreement have been included in the Fiscal Year 2025-2026 Adopted Budget for the Information Technology, ITD 1930, Appropriation Unit INF002. All future year costs will be included in the Requested Budget for each of the respective fiscal years.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The services provided pursuant to this agreement will support the maintenance and hosting for the County's website.

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

X Administrative

Prepared by: Teresa Meister, Management Analyst II, 759-6938

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Granicus, LLC Master Agreement
Amendment No. 1
Amendment No. 2

Introduced: 7/14/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the Chief Information Officer or his designee to execute Amendment No. 2 to the non-standard Agreement with Granicus, LLC to 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
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RECOMMENDATION:
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The Board of Supervisors previously authorized the Chief Information Officer to sign a non-standard Agreement with Granicus, LLC to provide govAccess Plus Edition CMS Software subscription, maintenance, support, and hosting for the County's website in 2021 and amended the agreement in

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The agreement contains non-standard language, which is not standard to the County, but standard in the industry, and poses minimal liability as recommended by the Chief Information Officer.

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County Counsel has reviewed the agreement and approves as to legal form. Auditor-Controller's Office reviewed the contract but does not agree to the non-standard payment provisions.

FINANCING:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The services provided pursuant to this agreement will support the maintenance and hosting for the County's website.

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

X Administrative

Prepared by: Teresa Meister, Management Analyst II, 759-6938

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Granicus, LLC Master Agreement
Amendment No. 1
Amendment No. 2

DocuSign Envelope ID: ED1E3B78-7BD1-4FE3-9189-A87FC7F4E942

GRANICUS

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement)** is made by and between the party procuring Granicus Products and Services ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

   "Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.
   "Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.
   "Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.
   "Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.
   "Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.
   "Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.
   "**Statement of Work"** or **"SOW"** means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.
   "Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**
   2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

2.2. Support. Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.

2.3. Future Functionality. Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. Cooperative Purchasing. To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

3.1. Granicus Products and Services. The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. Permitted Use. Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").

3.2.1. Data Sources. Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.

3.2.2. Passwords. Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

3.2.3. Content. Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

3.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

3.3.4. Client must not use the Services as a door or signpost to another server.

3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.7. Use the Granicus Products and Services for any unlawful purposes;

3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

4.1. Fees. Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

6.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

10.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.6. No Third-Party Beneficiaries. Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.7. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

10.8. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.10. Entire Agreement. This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

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GRANICUS

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Monterey County CA

Granicus Proposal for Monterey County CA

ORDER DETAILS

Prepared By:	Olive Nofzinger
Phone:	
Email:	olivia.nofzinger@granicus.com
Order #:	Q-143506
Prepared On:	06/08/2021
Expires On:	08/31/2021

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Current Subscription End Date: 08/31/2021

Initial Order Term End Date: 08/31/2024

Period of Performance: 09/01/2021 - 08/31/2022

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PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess Plus Edition	Annual	1 Each	$13,543.95
		SUBTOTAL:	**$13,543.95**

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FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	09/01/2022 - 08/31/2023	09/01/2023 - 08/31/2024
govAccess Plus Edition	$14,221.15	$14,932.20
SUBTOTAL:	**$14,221.15**	**$14,932.20**

DocuSign Envelope ID: ED1E3B78-7BD1-4FE3-9189-A87FC7F4E942

PRODUCT DESCRIPTIONS

Solution	Description
govAccess Plus Edition	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization -DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

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TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Monterey County CA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

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BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-143506 dated 06/08/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Monterey County CA	
Signature:	DocuSigned by: Eric Chatham 747D862C7BD04AE...
Name:	Eric Chatham
Title:	Director of Information Technology
Date:	7/18/2021 | 1:46 PM PDT

DocuSigned by:
Katherine Hansen
16878463597F46B...
County Counsel
7/17/2021 | 6:18 PM PDT

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
Auditor/Controller
7/18/2021 | 10:20 AM PDT

DocuSign Envelope ID: 350C7910-E4B9-4BED-9651-D8E038CAB087

AMENDMENT No. 1 TO NON-STANDARD AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & GRANICUS, LLC

THIS AMENDMENT is made to the non-Standard AGREEMENT ("AGREEMENT") dated July 17, 2021 for govAccess Plus Edition Content Management system (CMS) Subscription Services to support Monterey County's website by and between GRANICUS, LLC, 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 increase the contract by $49,500 for a total not to exceed amount of $94,500, and extend the term through August 31, 2027; and

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall be amended to not exceed the sum of $94,500.

2. Term of Agreement shall be amended by updating the term to September 1, 2021 through August 31 2027.

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

4. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Eric Chatham
747D862C7BD04AE...

Chief Information Officer
~~Contracts/Purchasing Officer~~

Dated: 12/26/2023 | 5:21 PM PST

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Samuel Briderwell
61542069561440E...

Deputy COUNTY Counsel

Dated: 12/26/2023 | 2:40 PM PST

CONTRACTOR

By: DocuSigned by: Kelly Oliver 0650A7CE1E6B48D...

Signature of Chair, President, or Vice-President

Dated: 12/21/2023

By: DocuSigned by: 5F5F7560E29E49B...

Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*

Dated: 12/21/2023

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

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GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Monterey County CA

Granicus Proposal for Monterey County CA

ORDER DETAILS

Prepared By:	Andrew Murray
Phone:	(415) 636-7970
Email:	andrew.murray@granicus.com
Order #:	Q-272917
Prepared On:	13 Nov 2023
Expires On:	01 Jan 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

DocuSign Envelope ID: 350C7910-E4B9-4BED-9651-D8E038CAB087

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Domain Name Change	Upon Delivery	1 Hours	$2,000.00
		SUBTOTAL:	**$2,000.00**

DocuSign Envelope ID: 350C7910-E4B9-4BED-9651-D8E038CAB087

PRODUCT DESCRIPTIONS

Solution	Description
Domain Name Change	Granicus will update govAccess website and dependent product configuration for the purpose of transitioning the website to a new domain or making changes based on updated DNS records for existing domain(s). This project includes main site domain change to your desired .gov domain: 1. Granicus project manager to coordinate efforts for all tasks and communications 2. Granicus Cloud technicians to update/create SSL certificate for new domain 3. Granicus Cloud technicians will configure CDN for new domain 4. Granicus implementation developer will update govAccess CMS configuration for new domain 5. Granicus project manager will Search and Replace user content that references initial site url to replace with desired .gov domain 6. Granicus will create redirects

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TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-272917 dated 13 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Monterey County CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

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BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-272917 dated 13 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Monterey County CA		
Signature:	DocuSigned by: Eric Chatham 747D862C7BD04AE...	DocuSigned by: Samuel Beiderwell 61542069561440E...
Name:	Eric Chatham	Samuel Beiderwell
Title:	Chief Information Officer	Deputy County Counsel
Date:	12/26/2023 | 5:21 PM PST	12/26/2023 | 2:40 PM PST

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15435
a. Approve and authorize the Director of Information Technology to execute a non-standard Agreement with Granicus, LLC for govAccess Plus Edition Content Management System (CMS) Subscription Services to support Monterey County's website in the sum of $45,000 for the term of September 1, 2021 to August 31, 2024; and
b. Accept the non-standard language as recommended by the Director of Information Technology; and
c. Authorize the Director of the Information Technology to sign order confirmations on an as-needed basis pursuant this Agreement; and
d. Authorize the Director of the Information Technology Department to sign up to two (2) amendments to this Agreement, subject to County Counsel review, which extend services by one (1) year each, where any increased costs do not exceed 10% of the original contract amount ($4,500), per amendment, and do not significantly alter the terms of the Agreement, including non-standard terms approved by the Board.

PASSED AND ADOPTED on this 13th day of July 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 13, 2021.

Dated: July 15, 2021
File ID: A 21-377
Agenda Item No.: 50

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

Julian Lorenzana, Deputy

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GRANICUS

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement)** is made by and between the party procuring Granicus Products and Services ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

   "Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.
   "Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.
   "Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.
   "Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.
   "Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.
   "Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.
   "**Statement of Work"** or **"SOW"** means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.
   "Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**
   2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

2.2. Support. Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.

2.3. Future Functionality. Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. Cooperative Purchasing. To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

3.1. Granicus Products and Services. The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. Permitted Use. Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").

3.2.1. Data Sources. Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.

3.2.2. Passwords. Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

3.2.3. Content. Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

3.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. **Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. **Data Obtained through the Granicus Advanced Network**

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. **Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

3.3.4. Client must not use the Services as a door or signpost to another server.

3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.7. Use the Granicus Products and Services for any unlawful purposes;

3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

4.1. Fees. Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

6.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

10.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.6. No Third-Party Beneficiaries. Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.7. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

10.8. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.10. Entire Agreement. This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

DocuSign Envelope ID: 350C7910-E4B9-4BED-9651-D8E038CAB087

GRANICUS

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Monterey County CA

Granicus Proposal for Monterey County CA

ORDER DETAILS

Prepared By:	Olive Nofzinger
Phone:	
Email:	olivia.nofzinger@granicus.com
Order #:	Q-143506
Prepared On:	06/08/2021
Expires On:	08/31/2021

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Current Subscription End Date: 08/31/2021

Initial Order Term End Date: 08/31/2024

Period of Performance: 09/01/2021 - 08/31/2022

DocuSign Envelope ID: 350C7910-E4B9-4BED-9651-D8E038CAB087

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess Plus Edition	Annual	1 Each	$13,543.95
		SUBTOTAL:	**$13,543.95**

DocuSign Envelope ID: 350C7910-E4B9-4BED-9651-D8E038CAB087

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	09/01/2022 - 08/31/2023	09/01/2023 - 08/31/2024
govAccess Plus Edition	$14,221.15	$14,932.20
SUBTOTAL:	**$14,221.15**	**$14,932.20**

DocuSign Envelope ID: 350C7910-E4B9-4BED-9651-D8E038CAB087

PRODUCT DESCRIPTIONS

Solution	Description
govAccess Plus Edition	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization -DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

DocuSign Envelope ID: 350C7910-E4B9-4BED-9651-D8E038CAB087

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Monterey County CA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

DocuSign Envelope ID: 350C7910-E4B9-4BED-9651-D8E038CAB087

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-143506 dated 06/08/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Monterey County CA	
Signature:	DocuSigned by: Eric Chatham 747D862C7BD04AE...
Name:	Eric Chatham
Title:	Director of Information Technology
Date:	7/18/2021 | 1:46 PM PDT

DocuSigned by:
Katherine Hansen
16878463597F46B...
County Counsel
7/17/2021 | 6:18 PM PDT

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
Auditor/Controller
7/18/2021 | 10:20 AM PDT

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

AMENDMENT No. 2 TO NON-STANDARD AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & GRANICUS, LLC

THIS AMENDMENT is made to the non-Standard AGREEMENT ("AGREEMENT") dated July 17, 2021, for govAccess Plus Edition Content Management system (CMS) Subscription Services to support Monterey County's website by and between GRANICUS, LLC, 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 amended the AGREEMENT (No. 1) increasing the contract by $49,500 for a total not to exceed amount of $94,500, and extended the term through August 31, 2027; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT (No. 2) (Q-459227) to increase the contract by $99,676 for a total contract not to exceed $194,176, and extend the term through August 31, 2030; and

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall be amended for a not exceed sum of $194,176.

2. Term of Agreement shall be amended by updating the term end date to August 31, 2030.

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

A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT and AMENDMENT No. 1.

This space left blank intentionally.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

MONTEREY COUNTY	Granicus, LLC **CONTRACTOR**
	DocuSigned by: Greg Eck 71EB6CB5D848403... By: Greg Eck
Contracts/Purchasing Officer	Signature of Chair, President, or Vice-President Senior Manager, Contracts
Dated:	Dated: 7/18/2025
Approved as to Fiscal Provisions:	DocuSigned by: Alex Bern 0F7DAA9D3DAD473... By:
Deputy Auditor/Controller	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer* Contracts Manager
Dated:	Dated: 7/18/2025
Reviewed as to Liability Provisions *Office of the County Counsel-Risk Management:*	
David Bolton, Risk Manager	
Dated:	
Approved as to Form *Office of the County Counsel* *Susan K. Blitch, County Counsel:*	
Samuel Beiderwell, 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.

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

GRANICUS

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Order Form

Prepared for
Monterey County CA

Granicus Proposal for Monterey County CA

ORDER DETAILS

Prepared By:	Korgbae Freeman
Phone:	
Email:	korgbae.freeman@granicus.com
Order #:	Q-459277
Prepared On:	18 Jun 2025
Expires On:	31 Aug 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	31 Aug 2025
Initial Order Term End Date:	31 Aug 2030
Period of Performance:	01 Sep 2025 - 31 Aug 2026

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess Plus Edition	Annual	1 Each	$16,776.33
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Annual	1 Each	$1,262.26
		SUBTOTAL:	**$18,038.59**

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	01 Sep 2026 - 31 Aug 2027	01 Sep 2027 - 31 Aug 2028	01 Sep 2028 - 31 Aug 2029	01 Sep 2029 - 31 Aug 2030
govAccess Plus Edition	$17,615.15	$18,495.90	$19,420.70	$20,391.73
govAccess - Maint/Hosting/License Fee - Branded w/Domain	$1,325.37	$1,391.64	$1,461.22	$1,534.28
SUBTOTAL:	**$18,940.52**	**$19,887.54**	**$20,881.92**	**$21,926.01**

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:

: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
govAccess Plus Edition	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization -DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Maintenance, Hosting and Licensing includes the following for Independent Subsite(s) covered by the subscription: • Monthly Software Updates • Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) • Training Webinars and On-Demand Video Library • Best Practice Webinars and Resources • DDoS Mitigation • Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-459277 dated 18 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Monterey County CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 01 Sep 2021 are incorporated herein by reference.

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

GRANICUS

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-459277 dated 18 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement.
The undersigned also understands the services and terms.

Monterey County CA	
Signature:	
Name:	
Title:	
Date:	

County of Monterey

Board Report

Legistar File Number: 25-545

Item No.32

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

August 05, 2025

Introduced: 7/22/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

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.

RECOMMENDATION:

It is recommended that the Board of Supervisors 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.

SUMMARY:

Dry Period Loan requests are submitted by qualified special districts to meet current operating expenses and cash flow needs during the periods of time between property tax payment and/or grant reimbursement receipts. The Resource Conservation District of Monterey County ("District"), in conjunction with the County Auditor-Controller and County Treasurer-Tax Collector, is requesting the Board to approve a temporary transfer of funds pursuant to the California Constitution, Article 16, Section 6, that is, a dry period loan, in an amount not to exceed $800,000 in order to provide the District with sufficient cash to meet current operating expenses pending receipt of governmental grant revenues, which represents the District's main source of revenue.

BACKGROUND:

The District was established in 1996 out of consolidation of the previous Gabilan-Santa Lucia and Monterey Coast Resource Conservation Districts. The District was established to provide soil and water conservation services to residents and businesses of the District. This is accomplished by controlling and preventing surface water run-off and soil erosion and by pursuing the development and distribution of water capabilities within the District.

To that end, the District has applied for and has been awarded several awards from federal, state, and local sources for specific projects. The District does not receive property tax support.

The District is guided by a board of directors who are appointed by the county board of supervisors to serve voluntarily and represent a broad spectrum of experience including farming, ranching, financial and non-profit land conservancy management. Depending upon available grant funds, the District employs multiple staff members with diverse technical backgrounds to support implementation of the District mission.

DISCUSSION:

The temporary transfer of funds is necessary to allow the District, which does not have adequate cash to cover its current operating expenses, to maintain operations prior to reimbursements being received from awarding agencies. The grants have already been awarded to the District. The District has outstanding awards from local, State, and Federal grants in the amount of $8,444,355. The District has anticipated grant and contracts revenues of $8,444,355 and total budgeted revenues of $8,464,355 for the Fiscal Year ending June 30, 2026. The District's funds are currently being deposited and are in custody of the County Treasury.

The funds advanced may only be used to meet maintenance and operational expenses. No part of this loan may be invested. The amount advanced will be repaid, pursuant to the terms of the attached Temporary Transfer of Funds Agreement, with interest at a rate equivalent to the average rate of return currently earned on deposits in the County Treasury.

FINANCING:

The County Treasurer has certified that sufficient funds will be available in the County Treasury as of July 1, 2025, to finance the requested advance. The Auditor-Controller has certified that anticipated revenue in Fiscal Year 2025-26 will be sufficient to repay the temporary loan. The repayment will be in December 2025 and April 2026.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
To maintain District services in support of the community without interruption.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Giovanna Daigle, Accountant Auditor III, 755-5170
Approved by: Siomara Barajas, CPA, Chief Deputy Auditor-Controller, 755-5303

Attachments:

Board Report
Request and Certification for Temporary Transfer of Funds
District Resolution
Board of Supervisors Resolution
Agreement for Temporary Transfer of Funds

Docusign Envelope ID: 563DFAAF-AA37-444B-913B-0A961F5DC3D6

County of Monterey

Board Report

Legistar File Number: 25-545

Item No.

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

August 05, 2025

Introduced: 7/22/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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.

RECOMMENDATION:

It is recommended that the Board of Supervisors 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.

SUMMARY:

Dry Period Loan requests are submitted by qualified special districts to meet current operating expenses and cash flow needs during the periods of time between property tax payment and/or grant reimbursement receipts. The Resource Conservation District of Monterey County ("District"), in conjunction with the County Auditor-Controller and County Treasurer-Tax Collector, is requesting the Board to approve a temporary transfer of funds pursuant to the California Constitution, Article 16, Section 6, that is, a dry period loan, in an amount not to exceed $800,000 in order to provide the District with sufficient cash to meet current operating expenses pending receipt of governmental grant revenues, which represents the District's main source of revenue.

Docusign Envelope ID: 563DFAAF-AA37-444B-913B-0A961F5DC3D6

BACKGROUND:

The District was established in 1996 out of consolidation of the previous Gabilan-Santa Lucia and Monterey Coast Resource Conservation Districts. The District was established to provide soil and water conservation services to residents and businesses of the District. This is accomplished by controlling and preventing surface water run-off and soil erosion and by pursuing the development and distribution of water capabilities within the District.

To that end, the District has applied for and has been awarded several awards from federal, state, and local sources for specific projects. The District does not receive property tax support.

The District is guided by a board of directors who are appointed by the county board of supervisors to serve voluntarily and represent a broad spectrum of experience including farming, ranching, financial and non-profit land conservancy management. Depending upon available grant funds, the District employs multiple staff members with diverse technical backgrounds to support implementation of the District mission.

DISCUSSION:

The temporary transfer of funds is necessary to allow the District, which does not have adequate cash to cover its current operating expenses, to maintain operations prior to reimbursements being received from awarding agencies. The grants have already been awarded to the District. The District has outstanding awards from local, State, and Federal grants in the amount of $8,444,355. The District has anticipated grant and contracts revenues of $8,444,355 and total budgeted revenues of $8,464,355 for the Fiscal Year ending June 30, 2026. The District's funds are currently being deposited and are in custody of the County Treasury.

The funds advanced may only be used to meet maintenance and operational expenses. No part of this loan may be invested. The amount advanced will be repaid, pursuant to the terms of the attached Temporary Transfer of Funds Agreement, with interest at a rate equivalent to the average rate of return currently earned on deposits in the County Treasury.

FINANCING:

The County Treasurer has certified that sufficient funds will be available in the County Treasury as of July 1, 2025, to finance the requested advance. The Auditor-Controller has certified that anticipated revenue in Fiscal Year 2025-26 will be sufficient to repay the temporary loan. The repayment will be in December 2025 and April 2026.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
To maintain District services in support of the community without interruption.

Mark a check to the related Board of Supervisors Strategic Initiatives

Docusign Envelope ID: 563DFAAF-AA37-444B-913B-0A961F5DC3D6

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

DocuSigned by:
Giovanna Daigle 7/22/2025 | 2:49 PM PDT
B34F62CC69B9424...

Prepared by: Giovanna Daigle, Accountant Auditor III, 755-5170
Approved by: Siomara Barajas, CPA, Chief Deputy Auditor-Controller, 755-5303

DocuSigned by:
Siomara Barajas, CPA '22/2025 | 2:57 PM PDT
04BDE7420B6A425...

Attachments:

Board Report
Request and Certification for Temporary Transfer of Funds
District Resolution
Board of Supervisors Resolution
Agreement for Temporary Transfer of Funds

Docusign Envelope ID: 3C9AD650-9FC5-4FD9-AA2B-D187C56D920C

REQUEST AND CERTIFICATION FOR TEMPORARY TRANSFER OF FUNDS

(As allowed by California Constitution, Article 16, Section 6)

To the Board of Supervisors
County of Monterey
Salinas, California

The governing board of the Resource Conservation District of Monterey County, pursuant to the California Constitution, Article 16, Section 6, hereby certifies that all of its funds are currently in the custody of and are paid out solely through the County of Monterey Treasurers Office and requests a temporary transfer of funds to the general fund of the aforementioned agency in the amount of $ 800,000, to be used for maintenance purposes.

No part of this loan will be invested, if granted. It is understood and agreed that this loan will bear interest at a rate equivalent to the average rate currently earned on deposits in the County Treasury and will not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.

FISCAL YEAR ENDED JUNE 30, 2026__

I.	Budgeted Maintenance Operations Expenditures:	
a.	Salaries and Benefits	$ 1,723,465
b.	Services and Supplies	$ 6,740,890
c.	Total Budgeted Expenditures	$ 8,464,355

Agency Representative

CERTIFICATION BY COUNTY AUDITOR-CONTROLLER

(To be completed by Auditor-Controller's Office)

Anticipated Revenue

a.	Taxes		a.
b.	Money and Property	20,000	b.
c.	Aid from Other Agencies	8,444,355	c.
d.	Charges for Current Services		d.
e.	Other Revenue		e.
f.	Total Anticipated Revenue	8,464,355	f.
g.	Less Revenue received to date		g.
h.	Total revenue not received	8,464,355	h.
i.	Amount available for Transfer (**85% of line h**)	7,194,701.75	i.

RUPA SHAH, CPA, Auditor-Controller

By: Giovanna Daigle 07/02/2025

CERTIFICATION BY COUNTY TREASURER

As of 7/14/2025 | 4:08 PM PDT, sufficient funds are available in the County Treasury to affect this transfer.

MARY A. ZEEB, Treasurer

By: DocuSigned by: Mary Zeeb 16066971D0D0492...

RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY

744 La Guardia Street, Building A, Salinas, CA 93905 (831) 975-7775

RESOLUTION No. 2025-02

DRY PERIOD LOAN REQUEST FROM MONTEREY COUNTY TREASURER FOR FISCAL YEAR ENDING JUNE 2026

WHEREAS, the Board of Directors of the Resource Conservation District finds that, until its grant reimbursements are received, it periodically does not have sufficient funds to pay its obligations incurred for conservation project implementation purposes in a given fiscal year, and whereas it has funds in the custody of the Treasurer of the County of Monterey and could be paid out through that office;

NOW THEREFORE BE IT RESOLVED THAT, pursuant to Article 13, Section 25 of the California Constitution, the treasurer of the County of Monterey to make a temporary transfer to said district, from the funds in his custody, in the sum of $800,000.00, which is necessary to provide funds for meeting obligations incurred for conservation project implementation purposes by said district, to-wit;

BE IT FURTHER RESOLVED THAT, the District Executive Director is authorized and directed to make and sign a request for said transfer and to send a certified copy of the resolution to the County Treasurer.

PASSED AND ADOPTED by the Board of Directors of the Resource Conservation District of Monterey County at a special meeting duly held on May 15, 2025 by the following vote:

AYES: 5	Directors: Lipe, Plemmons, Lopez, Gularte, Clarke
NOES: 0	Directors:
ABSTAIN: 0	Directors:
ABSENT: 2	Directors: Jefferson, Mendoza

I, undersigned, hereby certify that the foregoing Resolution No. 2025-02 was duly adopted by the Board of Directors of the Resource Conservation District of Monterey County.

Signature:

Jazmin Lopez
Board Secretary

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

Resolution No.:_____

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…..…...)

WHEREAS, the Resource Conservation District of Monterey County ("District") has outstanding awards from local, State, and Federal Grants in the amount of $8,444,355; and

WHEREAS, the District must expend funds for approved projects and programs prior to reimbursement from the awarding agencies; and

WHEREAS, the District does not have sufficient funds on hand to provide for the operation of the District during the Fiscal Year ending June 30, 2026; and

WHEREAS, Article XVI, Section 6, of the State Constitution authorizes the temporary transfer of funds in the custody of the County Treasurer upon the approval of the Board of Supervisors; and

WHEREAS, the District has anticipated grant and contracts revenues of $8,444,355 and total budgeted revenues of $8,464,355 for Fiscal Year ending June 30, 2026; and

NOW, THEREFORE BE IT RESOLVED that the Monterey County Board of Supervisors hereby:

a. Approves 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. Approves and authorizes 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. Authorizes 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.

PASSED AND ADOPTED 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

Docusign Envelope ID: 60F66904-0477-4E55-A5DB-D1149F6159E2

AGREEMENT FOR TEMPORARY TRANSFER OF FUNDS

This Temporary Transfer of Funds Agreement is entered into July 22, 2025, (the "effective date") by and between the **County of Monterey** ("County") and the **Resource Conservation District of Monterey County** ("RCD"), collectively "the **Parties**."

WHEREAS, RCD anticipates being without sufficient funds to meet their operating expenses in FY2025/26 due to timing of their grant revenues and has requested a temporary transfer of funds pursuant to the California Constitution, Article 16, Section 6;

WHEREAS, RCD does not receive property tax revenues;

WHEREAS, RCD's main source of revenue is governmental grants, which grant funds are deposited in, and in custody of, the Monterey County Treasury and which are paid out solely

WHEREAS, County has reviewed and analyzed anticipated revenues and cash projections provided by RCD Staff that will allow RCD to meet repayment of transfer at the Repayment date;

through the Office of the Monterey County Treasurer-Tax Collector;

WHEREAS, County agrees to transfer a fixed amount of money; and

WHEREAS, the amount of transfer will not exceed 85% of anticipated revenues accruing to RCD in the current fiscal year;

NOW THEREFORE, in consideration of conditions contained herein, the Parties agree as follows;

1. **Temporary Transfer Amount**. The County will transfer RCD **$800,000,** as a temporary transfer of funds. (the "Transfer")

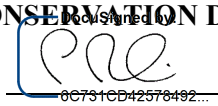
2. **Interest Rate**. The Parties agree the Interest Rate for this temporary transfer of funds will be the rate equivalent to the average rate of return currently earned on deposits in the County Treasury.

3. **Temporary Transfer Term**. This Temporary Transfer shall be for a period of ten months.(July 2025 through April 2026)

4. **Repayment**. The Parties agree RCD shall pay County $800,000, plus interest accrued, in two installments of $400,000 per payment. The first installment will be paid no later than December 31, 2025. The second installment will be paid no later than April 30, 2026. The Parties agree the County will transfer each amount directly from RCD's cash account (Fund 621) held at the County's Treasury Pool no later than the dates mentioned in this paragraph. The transfer shall be repaid from RCD's revenues before any other obligation is met from such revenue.

Docusign Envelope ID: 60F66904-0477-4E55-A5DB-D1149F6159E2

RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY

Officer Signature:  _____

Officer Name and Title: Paul Robins Executive Director

Date: 7/22/2025 | 11:45 AM PDT

COUNTY OF MONTEREY

Officer Signature: _____

Officer Name and Title: _____

Date: _____

County of Monterey

Board Report

Legistar File Number: 25-547

Item No.33

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

August 05, 2025

Introduced: 7/22/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

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

RECOMMENDATION:

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

SUMMARY:

This item is to approve a retroactive contract for alarm monitoring services from First Alarm for the San Ardo Library, San Lucas Library, Greenfield Library, Marina Library, and King City Library.

DISCUSSION:

This contract is for alarm monitoring for five of the Monterey County Free Libraires facilities. The Library has contracted with First Alarm for these services, and the monitoring service including emergency call outs and service responses has been satisfactory.

This contract is retroactive to July 1 due to unexpected contracting time with the vendor. As the prior agreement had lapsed without renewal, a new agreement became required. Services could not be discontinued during the interim period due to the need for alarm monitoring for the facilities.

FINANCING:

The costs for this contract is anticipated and paid from the Monterey County Free Libraries operational budget, and will not impact the General Fund.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the Agreement as to form. The Office of the Auditor-Controller has reviewed and approved as to fiscal provisions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Safe and secure facilities are required for effective public library services.

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
X Public Safety

Prepared by: Jennifer Hansen, Administrative Services Officer, 831-883-7569
Approved by: Hillary Theyer, Library Director, 831-883-7566

Attachments:

County of Monterey

Board Report

Legistar File Number: 25-547

Item No.

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

August 05, 2025

Introduced: 7/22/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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__Economic Development
__Administration
X Health & Human Services
__Infrastructure
X Public Safety

Prepared by: Jennifer Hansen, Administrative Services Officer, 831-883-7569
Approved by: Hillary Theyer, Library Director, 831-883-7566

Attachments:

Docusign Envelope ID: FF9E698A-FF36-4F34-B0EB-C3BEC4D132DD

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:
FIRST ALARM

_____,
(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: MAINTENANCE AND MONITORING FIRE AND / OR BURGLAR ALARMS AT 5 LIBRARY LOCATIONS

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ 15000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from JULY 1, 2025 to JUNE 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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5.0 PERFORMANCE STANDARDS:

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

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

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

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

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

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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

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9.04 **Other Requirements:**

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

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

Primary Coverage:
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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employees, agents, or volunteers.

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

10.0 RECORDS AND CONFIDENTIALITY:

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

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

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

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

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

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

Docusign Envelope ID: FF9E698A-FF36-4F34-B0EB-C3BEC4D132DD

pay all charges and fees, and give all notices require by law in the performance of the Services.

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

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

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

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
JENNIFER HANSEN ADMINISTRATIVE SERVICES OFFICER	SALES CONSULTANT
Name and Title	Name and Title
188 SEASIDE CIR MARINA, CA. 93933	1 LOWER RAGSDALE MONTEREY, CA. 93940
Address	Address
831-883-7569	831-649-1111
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

Docusign Envelope ID: FF9E698A-FF36-4F34-B0EB-C3BEC4D132DD

of the services required to be rendered under this Agreement.

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

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

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

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

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

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

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

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

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

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

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

Docusign Envelope ID: FF9E698A-FF36-4F34-B0EB-C3BEC4D132DD

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

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

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

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

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

17.02 **Counterparts.**

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

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

Docusign Envelope ID: FF9E698A-FF36-4F34-B0EB-C3BEC4D132DD

18.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...

County Counsel

Date: 7/23/2025 | 10:56 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Auditor/Controller

Date: 7/23/2025 | 1:25 PM PDT

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

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

FIRST ALARM

Contractor/Business Name*

By: _____

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

JIM NORKOLI, PRESIDENT

Name and Title

Date: _____

By: _____

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

JARL SAAL, SECRATARY/ TREASURER

Name and Title

Date: _____

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

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

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

[2]Approval by Auditor-Controller is required.

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

Customer Number	Site	Type	Purchase/Lease	Service Provided	07/01/2025 - 06/30/2026	7/1/2026 - 06/30/2027
100028554	188 Seaside Circle Marina	Burg	Purchase	Activity Report	0.00	18.92
				Daily Timer Test	0.00	10.44
				Gold Shield	0.00	77.01
				Monitoring Service	0.00	36.54
				Open/Close Event Log Only	0.00	12.41
				Patrol Response Retainer	0.00	32.63
					0.00	**187.95**
100028554	188 Seaside Circle Marina	Fire	Purchase	Daily Timer Test	0.00	10.44
				Gold Shield	0.00	160.55
				Inspection Contract	0.00	109.64
				Monitoring Service	0.00	53.53
					0.00	**334.16**

8707	402 Broadway Street King City	Fire	Purchase	Cell Communication	0.00	50.46
				Daily Timer Test	0.00	8.97
				Inspection Recurring	0.00	31.40
				Monitoring Service	0.00	36.45
					0.00	**127.28**
8707	402 Broadway Street King City	Burg	Purchase	Activity Report	0.00	5.61
				Cell Communication	0.00	10.09
				Daily Timer Test	0.00	8.97
				Monitoring Service	0.00	36.45
				Open/Close Event Log Only	0.00	10.66
					0.00	**71.78**
8707	315 El Camino Real Greenfield	Burg/Fire	Lease	Activity Report-Weekly Report	0.00	6.24
				Cell Communication	0.00	74.88
				Daily Timer Test	0.00	10.00

				Inspection Recurring	0.00	31.20
				Monitor Company Owned Equipment	0.00	52.95
				Supervised Open/Close	0.00	24.96
					0.00	**200.23**
100153683	54692 Teresa St San Lucas	Burg	Purchase	Daily Timer Test	0.00	9.75
				Monitoring Service	0.00	36.55
					0.00	**46.30**
100153683	54692 Teresa St San Lucas	Fire	Purchase	Cell Communication	0.00	54.84
				Daily Timer Test	0.00	9.75
				Inspection Contract	0.00	80.42
				Monitoring Service	0.00	36.55
					0.00	**181.56**
100108349	San Ardo	Burg	Purchase	Daily Timer Test	0.00	10.00

Monitoring Service	0.00	37.44
	0.00	**47.44**

Introduced: 7/22/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

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

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve a request from the Monterey County Regional Fire District of $8,000,000 for the Fiscal Year ending June 30, 2026.

SUMMARY:
Dry Period Loan requests are submitted by qualified special districts to meet current operating expenses and cash flow needs during the periods of time between property tax payment receipts.

DISCUSSION:
The Monterey County Regional Fire District has requested a temporary transfer of funds pursuant to the California Constitution, Article 16, Section 6. The attached request will enable the Monterey County Regional Fire District to meet current operating expenses pending receipt of property tax payments. The funds advanced may only be used to meet maintenance and operational expenses. No part of this loan may be invested. The amount advanced will be repaid with interest at a rate equivalent to the average rate of return currently earned on deposits in the County Treasury. The district is requesting an initial allocation of this dry period loan of $4,000,000 by September 1, 2025, while it performs additional cash flow analysis and works with the County to refine its need for funding and utilization of County resources. The additional allocation(s) of up to $4,000,000 will be requested by the district pending this analysis.

FINANCING:
The County Treasurer has certified that sufficient funds will be available in the County Treasury as of July 1, 2025, to finance the requested advance. The Auditor-Controller has certified that anticipated revenue in Fiscal Year 2025-26 will be sufficient to repay the temporary loan. The repayments will be in December 2025 and April 2026.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
To maintain emergency services in support of the community without interruption.
Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development

__Administration
__Health & Human Services
__Infrastructure
X_Public Safety

Prepared by: Giovanna Daigle, Accountant Auditor III, 755-5170
Approved by: Siomara Barajas, CPA, Chief Deputy Auditor-Controller, 755-5303

Attachments:
Board Report
Request and Certification for Temporary Transfer of Funds
District Resolution
Board of Supervisors Resolution

Docusign Envelope ID: EB731047-862E-491D-86FE-0A4E3F4FBE1F

County of Monterey

Board Report

Legistar File Number: 25-549

Item No.

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

August 05, 2025

Introduced: 7/22/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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

RECOMMENDATION:
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The Monterey County Regional Fire District has requested a temporary transfer of funds pursuant to the California Constitution, Article 16, Section 6. The attached request will enable the Monterey County Regional Fire District to meet current operating expenses pending receipt of property tax payments. The funds advanced may only be used to meet maintenance and operational expenses. No part of this loan may be invested. The amount advanced will be repaid with interest at a rate equivalent to the average rate of return currently earned on deposits in the County Treasury. The district is requesting an initial allocation of this dry period loan of $4,000,000 by September 1, 2025, while it performs additional cash flow analysis and works with the County to refine its need for funding and utilization of County resources. The additional allocation(s) of up to $4,000,000 will be requested by the district pending this analysis.

FINANCING:
The County Treasurer has certified that sufficient funds will be available in the County Treasury as of July 1, 2025, to finance the requested advance. The Auditor-Controller has certified that anticipated revenue in Fiscal Year 2025-26 will be sufficient to repay the temporary loan. The repayments will be in December 2025 and April 2026.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
To maintain emergency services in support of the community without interruption.
Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development

Docusign Envelope ID: EB731047-862E-491D-86FE-0A4E3F4FBE1F

__Administration
__Health & Human Services
__Infrastructure
X_Public Safety

DocuSigned by:
Giovanna Daigle
B34F62CC69B9424...
7/22/2025 | 5:32 PM PDT

Prepared by: Giovanna Daigle, Accountant Auditor III, 755-5170
Approved by: Siomara Barajas, CPA, Chief Deputy Auditor-Controller, 755-5303

DocuSigned by:
Siomara Barajas, CPA
04BDE7420B6A425...
7/22/2025 | 5:40 PM PDT

Attachments:
Board Report
Request and Certification for Temporary Transfer of Funds
District Resolution
Board of Supervisors Resolution

Docusign Envelope ID: 551A311E-3EE6-4A71-BA43-A99473F3D377

REQUEST AND CERTIFICATION FOR TEMPORARY TRANSFER OF FUNDS

(As allowed by California Constitution, Article 16, Section 6)

To the Board of Supervisors
County of Monterey
Salinas, California

The governing board of Monterey County Regional Fire Protection District, pursuant to the California Constitution, Article 16, Section 6, hereby certifies that all of its funds are currently in the custody of and are paid out solely through the County of Monterey Treasurers Office and requests a temporary transfer of funds to the general fund of the aforementioned agency in the amount of $8,000,000.00, to be used for maintenance purposes.

No part of this loan will be invested, if granted. It is understood and agreed that this loan will bear interest at a rate equivalent to the average rate currently earned on deposits in the County Treasury and will not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.

FISCAL YEAR ENDED JUNE 30, 2026

I. Budgeted Maintenance Operations Expenditures:

a.	Salaries and Benefits	$5,500,000
b.	Services and Supplies	$2,500,000
c.	Total Budgeted Expenditures	$

Agency Representative

CERTIFICATION BY COUNTY AUDITOR-CONTROLLER

(To be completed by Auditor-Controller's Office)

Anticipated Revenue

a.	Taxes	16,851,105.12	a.
b.	Money and Property	85,088.88	b.
c.	Aid from Other Agencies	589,773.09	c.
d.	Charges for Current Services	1,235,350.37	d.
e.	Other Revenue	79,786.31	e.
f.	Total Anticipated Revenue	18,841,103.77	f.
g.	Less Revenue received to date		g.
h.	Total revenue not received	18,841,103.77	h.
i.	Amount available for Transfer (**85% of line h**)	16,014,938.20	i.

RUPA SHAH, CPA, Auditor-Controller

By: Giovanna Daigle 6/5/2025

CERTIFICATION BY COUNTY TREASURER

As of 7/22/2025 | 3:21 PM PDT, sufficient funds are available in the County Treasury to affect this transfer.

MARY A. ZEEB, Treasurer

By: DocuSigned by: Mary Zeeb 16066971D0D0492...

Docusign Envelope ID: 551A311E-3EE6-4A71-BA43-A99473F3D377

BEFORE THE BOARD OF DIRECTORS
OF THE MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT

RESOLUTION 2025-11

RESOLUTION REQUESTING A TEMPORARY TRANSFER OF FUNDS
(TAX ANTICIPATION LOAN)

WHEREAS the Board of Directors of the Monterey County Regional Fire Protection District of Monterey County finds that, until its tax revenue is received, it will not have sufficient funds to pay its obligations incurred for maintenance purposes in the current fiscal year, and

WHEREAS its funds are in the custody of the treasurer of the County of Monterey and are paid out solely through this office;

NOW, THEREFORE BE IT RESOLVED that pursuant to Article 13, Section 25 of the California Constitution, the treasurer of the County of Monterey is requested to make a temporary transfer to said district, from the funds in his custody, in the sum of $8,000,000.00, which is necessary to provide funds for meeting obligations incurred for maintenance and operation purposes by said district, to wit:

NOW, THEREFORE BE IT FURTHER RESOLVED that President Dahle is authorized and directed to make and sign a request for said transfer and to send a certified copy of the resolution to the county treasurer.

PASSED AND ADOPTED by the Board of Directors of the Monterey County Regional Fire Protection District this 27th day of May 2025.

AYES: Directors: Slaten, Buche, Lindley, Hollingsworth
NOES: None
ABSENT: Director Dahle
ABSTAIN: None

ATTEST:

Aimee Dahle, President

Jim Slaten, Secretary

CLERK OF THE BOARD CERTIFICATE

I HEREBY CERTIFY that I am secretary and custodian of the records and files of the above-name district and that the foregoing and annexed resolution is a full, true, and correct copy of a resolution duly passed by the governing board of said district at a regular meeting thereof duly held on May 28th, 2024, and that said resolution has not been modified, rescinded, superseded, and is still in full force and effect.

WITNESS my hand this 27th of May 2025.

Karry Kuntz, Clerk of the Board

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

Resolution No.:_____

a. Approve a request from the Monterey County Regional Fire District ("District") for a dry period loan of $8,000,000 for the Fiscal Year ending June 30, 2026

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 $8,000,000 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 $8,000,000 for the Fiscal Year ending June 30, 2026

WHEREAS, the District must meet current maintenance and operating expenses during the periods of time between property tax payment receipts; and

WHEREAS, the District does not have sufficient funds on hand to provide for the operation of the District during the Fiscal Year ending June 30, 2026; and

WHEREAS, Article XVI, Section 6, of the State Constitution authorizes the temporary transfer of funds in the custody of the County Treasurer upon the approval of the Board of Supervisors; and

WHEREAS, the District has anticipated property tax revenues of $16,851,105 and total budgeted revenues of $18,841,104 for Fiscal Year ending June 30, 2026; and

NOW, THEREFORE BE IT RESOLVED that the Monterey County Board of Supervisors hereby:

a. Approves a request from the Monterey County Regional Fire District ("District") for a dry period loan of $8,000,000 for the Fiscal Year ending June 30, 2026

b. Approves and authorizes 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 $8,000,000 for the Fiscal Year ending June 30, 2026; and

c. Authorizes the County Auditor-Controller and County Treasurer-Tax Collector to implement the temporary transfer of funds to the District in the amount of $8,000,000 for the Fiscal Year ending June 30, 2026.

PASSED AND ADOPTED 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

Introduced: 7/24/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATIONS:
It is recommended that the Board of Supervisors:

a. Authorize the Chief Information Officer to execute a non-standard agreement with North County Fire Protection District (NCFPD) to house radio equipment and a wall mounted cabinet, retroactive for the term of August 1, 2025, through July 31, 2030, at no cost to the County.
b. Authorize the Chief Information Officer 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.

SUMMARY/DISCUSSION:
The Next Generation Radio System (NGEN) is operated and maintained by the Information Technology Department (ITD), supporting roughly 40 public safety agencies through the governance of the NGEN Services Agreement. NGEN is a collective effort linking 28 public agencies within the County, including all its incorporated cities and some special districts providing consistent and protected interoperable communications for user agencies within the County. The NCFPD station site has housed NGEN radio equipment that supports system coverage in the northern portion of Monterey County since 2022.

The NCFPD and ITD wish to extend the term of the agreement for an additional five years. This will enable the County to continue to operate and maintain radio equipment for the purpose of providing public safety communications in North Monterey County and its integration into the entire NGEN system.

The Chief Information Officer recommends entering into this non-standard Agreement to maintain its mission critical communications for law, fire, and ambulance personnel and to facilitate local government, state and federal mutual aid responses within the north Monterey County operational

area.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed this non-standard agreement and approves as to legal form. Auditor-Controller's Office has reviewed this agreement.

FINANCING:
No additional funds are required as the cost of this site Agreement is provided at no cost to the County.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The approval of this Agreement will continue to allow the County to provide mission critical NGEN radio communications in the Northwest portions of the County for public safety and first responder agencies.

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

Prepared by: Teresa Meister, Management Analyst II, 759-6958

Approved by: Eric Chatham, Chief Information Officer, 759-6920

Attachments: Non-standard Agreement; Amendment No. 1

Introduced: 7/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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.

RECOMMENDATIONS:
It is recommended that the Board of Supervisors:

a. Authorize the Chief Information Officer to execute a non-standard agreement with North County Fire Protection District (NCFPD) to house radio equipment and a wall mounted cabinet, retroactive for the term of August 1, 2025, through July 31, 2030, at no cost to the County.
b. Authorize the Chief Information Officer 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.

SUMMARY/DISCUSSION:
The Next Generation Radio System (NGEN) is operated and maintained by the Information Technology Department (ITD), supporting roughly 40 public safety agencies through the governance of the NGEN Services Agreement. NGEN is a collective effort linking 28 public agencies within the County, including all its incorporated cities and some special districts providing consistent and protected interoperable communications for user agencies within the County. The NCFPD station site has housed NGEN radio equipment that supports system coverage in the northern portion of Monterey County since 2022.

The NCFPD and ITD wish to extend the term of the agreement for an additional five years. This will enable the County to continue to operate and maintain radio equipment for the purpose of providing public safety communications in North Monterey County and its integration into the entire NGEN system.

The Chief Information Officer recommends entering into this non-standard Agreement to maintain its mission critical communications for law, fire, and ambulance personnel and to facilitate local government, state and federal mutual aid responses within the north Monterey County operational area.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed this non-standard agreement and approves as to legal form. Auditor-Controller's Office has reviewed this agreement.

FINANCING:
No additional funds are required as the cost of this site Agreement is provided at no cost to the County.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The approval of this Agreement will continue to allow the County to provide mission critical NGEN radio communications in the Northwest portions of the County for public safety and first responder agencies.

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

Prepared by: Teresa Meister, Management Analyst II, 759-6958

Approved by: Eric Chatham, Chief Information Officer, 759-6920

Attachments: Non-standard Agreement; Amendment No. 1

DocuSign Envelope ID: 11B2A506-677B-482F-A82F-75FD977A7E9E

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-16032
Approve and authorize the Chief Information Officer to execute a non-standard agreement with North County Fire Protection District to house radio equipment and a wall mounted cabinet, retroactive for the term of August 1, 2022, through July 31, 2025, at no cost to the County.

PASSED AND ADOPTED on this 13th day of September 2022, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 13, 2022.

Dated: September 15, 2022
File ID: A 22-488
Agenda Item No.: 44

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: 11B2A506-677B-482F-A82F-75FD977A7E9E

North County Fire District
Facilities Use Agreement

This agreement by and between North County Fire Protection District (Owner's Name) 11200 Speegle St Castroville, Ca (Owner's complete address) ("Owner"), and County of Monterey (User's name) _____ (User's complete address) ("User"), will take effect on the 1 (Day) day of August (Month) 2022 (Year) and will continue for a period of Three Years (Time period)

WHEREAS Owner owns premises located at 11200 Speegle St Castroville, Ca 95012 (Complete address)

which is normally used for Fire Station (Type of use), and

WHEREAS, User desires to use the Meeting Room (Area of premises (e.g. church building)) area of the facilities for the purpose of Housing a wall mounted cabinet and radio equipment (Purpose of use),

and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. Owner agrees to let User use the above-described premises for the above-described purpose on August 1, 2022 to July 31, 2025 (Describe times and days of usage). Joel Mendoza (Name and Owner's contact person) is the contact person for the Owner and _____ (Name of User's contact person) is the contact person for the User to coordinate the details of usage.

2. ☐ Fee Agreement. The user agrees to pay the Owner No Fee (Amount) for the use of the premises.

   ☑ Non-Fee Agreement. In consideration for the benefit of using the Owner's facilities, the User agrees to abide by all the terms and conditions of use described in this agreement.

3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above-described facilities.

4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose, or belief of the Owner, which is a biblically-based religious institution.

5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.

6. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending the user's function at the above-described facilities.

7. ☐ Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of $1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the user begins to use the above-described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above-described premises.

   ☐ Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, the User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

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8. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/ communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees, and representatives) or otherwise.

9. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

10. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.

11. This agreement may be canceled unilaterally by either party with 60 days written notice to the other party.

11.5. In the event that the Owner must cancel this agreement, the User will be entitled to any deposit User has paid. However, in no event will Owner be liable to the User for any lost profits or incidental, indirect, special, or consequential damages arising out of the User's inability to use the above-described premises, even if the Owner has been advised of the possibility of such damages.

12. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.

13. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If the Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this 20 (day) day of July (month) 2022 (year).

OWNER

Joel Mendoza

Signer's Name

Fire Chief

Position with Owner (title)

USER

DocuSigned by:
Eric Chatham
747D862C7BD04AE...

Signer's Name

Chief Information Officer 9/16/2022 | 12:04 PM PDT

Position with User (title)

DocuSigned by:
Samuel Beiderwell
61542069561440E...

Deputy County Counsel

9/15/2022 | 4:35 PM PDT

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Chief Deputy Auditor-Controller

9/16/2022 | 11:37 AM PDT

Docusign Envelope ID: E4EE96E5-EF9A-4F52-B034-0E9B0023FDC4

AMENDMENT No. 1 TO NON-STANDARD AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & NORTH COUNTY FIRE PROTECTION DISTRICT

THIS AMENDMENT is made to the non-Standard AGREEMENT ("AGREEMENT") dated August 1, 2022, for housing of radio equipment and a wall mounted cabinet by and between NORTH COUNTY FIRE PROTECTION DISTRICT, 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 through July 31, 2030; and

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Term of Agreement shall be amended by updating the term to August 1, 2022, through July 31, 2030.

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

   A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel:

Samuel Beiderwell, Deputy COUNTY Counsel

Dated:

NORTH COUNTY FIRE PROTECTION DISTRICT

DocuSigned by:

By: 8558F230DD2C4BE...

Chief Joel Mendoza

Dated: 7/24/2025 | 8:49 AM PDT

By:

Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*

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

Board Report

Legistar File Number: RES 25-121

Item No.36

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

August 05, 2025

Introduced: 7/24/2025

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 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.

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 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.

SUMMARY/DISCUSSION:
The Housing and Community Development Department requested that the Human Resources Department study the Department's organizational leadership structure. The study determined that the creation of an Assistant Department Head classification will best meet the operational needs of the organization to assist the Director of Housing and Community Development with planning, administering and directing the day-to-day activities of the Department and to act for the Director in

their absence. Therefore, the Human Resources Department recommends creating a new Assistant Director of Housing and Community Development classification.

To establish a salary for this new classification, the Human Resources Department completed a base wage compensation study of our ten (10) market comparable agencies; however, not enough matches were found. Only two (2) matches were found in the County of Santa Cruz and the City of Salinas. The County Compensation Philosophy requires a minimum of three (3) benchmark classification matches with comparable agencies to provide sufficient data for analyzing and determining a base wage comparison. The County Compensation Philosophy further states that, in the absence of sufficient external data comparisons, the County will use internal comparisons to set base wages for classifications. The outcome of the internal comparison analysis of the duties, scope of work, complexity, and consequence of error recommended to set the salary of the new classification 20% below the higher-level classification of Director of Housing and Community Development. Therefore, it is recommended that the salary of this new classification be set at approximately $19,067 per month at top step.

It is further recommended to amend the Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section A.10.2 Assistant Department Heads Designated to add the classification of Assistant Director of Housing and Community Development. There is also a correction to the alphabetical listing included in the amendment.

The County Budget Director class specification was created in 1989 and last revised in 2007. As part of the regular review process that occurs when opening a recruitment, the class specification was reviewed by the Human Resources Department and County Administrative Office. As a result, it is recommended that the County Budget Director classification be designated as at-will and moved to the Executive Management Unit Y. The position of County Budget Director demands an at-will executive status due to the complex and dynamic nature of the work, coupled with the potential exposure to significant financial risks. An at-will structure provides the flexibility for immediate personnel changes if a budget director's performance or decisions threaten the County's financial stability, ensuring that critical leadership roles are filled by individuals best equipped to handle these complex and high-stakes responsibilities.

For these reasons, it is recommended the Board approve the creation of the Assistant Director of Housing and Community Development, amend PPPR Section A.10.2 Assistant Department Heads Designated to include the newly created classification, and to change the employee unit of the County Budget Director from Unit ZX to Unit Y.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office and Housing and Community Development Department concur with the recommendations.

FINANCING:
There are no costs associated with creating the classification of Assistant Director of Housing and Community Development. The department will return to the Board to request an allocation at a later date.

The move from Unit ZX to Unit Y for the County Budget Director classification will not result in a salary increase. However, once the position is filled, the incumbent will be eligible for the Unit Y Automobile Allowance which equates to $4,500 annually and will be absorbed within the County Administrative Office budget.

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

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

Prepared by: Kim Moore, Assistant Director of Human Resources
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Attachment A
Resolution

Introduced: 7/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

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.

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 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.

SUMMARY/DISCUSSION:

The Housing and Community Development Department requested that the Human Resources Department study the Department's organizational leadership structure. The study determined that the creation of an Assistant Department Head classification will best meet the operational needs of the organization to assist the Director of Housing and Community Development with planning, administering and directing the day-to-day activities of the Department and to act for the Director in their absence. Therefore, the Human Resources Department recommends creating a new Assistant Director of Housing and Community Development classification.

To establish a salary for this new classification, the Human Resources Department completed a base wage compensation study of our ten (10) market comparable agencies; however, not enough matches were found. Only two (2) matches were found in the County of Santa Cruz and the City of Salinas. The County Compensation Philosophy requires a minimum of three (3) benchmark classification matches with comparable agencies to provide sufficient data for analyzing and determining a base wage comparison. The County Compensation Philosophy further states that, in the absence of sufficient external data comparisons, the County will use internal comparisons to set base wages for classifications. The outcome of the internal comparison analysis of the duties, scope of work, complexity, and consequence of error recommended to set the salary of the new classification 20% below the higher-level classification of Director of Housing and Community Development. Therefore, it is recommended that the salary of this new classification be set at approximately $19,067 per month at top step.

It is further recommended to amend the Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section A.10.2 Assistant Department Heads Designated to add the classification of Assistant Director of Housing and Community Development. There is also a correction to the alphabetical listing included in the amendment.

The County Budget Director class specification was created in 1989 and last revised in 2007. As part of the regular review process that occurs when opening a recruitment, the class specification was reviewed by the Human Resources Department and County Administrative Office. As a result, it is recommended that the County Budget Director classification be designated as at-will and moved to the Executive Management Unit Y. The position of County Budget Director demands an at-will executive status due to the complex and dynamic nature of the work, coupled with the potential exposure to significant financial risks. An at-will structure provides the flexibility for immediate personnel changes if a budget director's performance or decisions threaten the County's financial stability, ensuring that critical leadership roles are filled by individuals best equipped to handle these complex and high-stakes responsibilities.

For these reasons, it is recommended the Board approve the creation of the Assistant Director of Housing and Community Development, amend PPPR Section A.10.2 Assistant Department Heads Designated to include the newly created classification, and to change the employee unit of the County Budget Director from Unit ZX to Unit Y.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office and Housing and Community Development Department concur with the recommendations.

FINANCING:
There are no costs associated with creating the classification of Assistant Director of Housing and Community Development. The department will return to the Board to request an allocation at a later date.

The move from Unit ZX to Unit Y for the County Budget Director classification will not result in a salary increase. However, once the position is filled, the incumbent will be eligible for the Unit Y

Automobile Allowance which equates to $4,500 annually and will be absorbed within the County Administrative Office budget.

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

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

Prepared by: Kim Moore, Assistant Director of Human Resources
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Attachment A
Resolution

ATTACHMENT A

Create the classification of Assistant Director of Housing and Community Development with the salary range as indicated below:

Classification Title: **Assistant Director of Housing and Community Development**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
80.540	84.970	89.643	94.573	99.774	104.763	110.001						
$6,443.22	$6,797.58	$7,171.43	$7,565.83	$7,981.93	$8,381.03	$8,800.08	12C24	01	OA	8810	Y	E
$13,960	$14,728	$15,538	$16,393	$17,294	$18,159	$19,067						

*provided for information purposes only

Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section A.10.2 Assistant Department Heads Designated as indicated below:

A.10.2 Assistant Department Heads Designated

The following management classes are hereby designated as assistant department heads:

12C01 Assistant Agricultural Commissioner
12A15 Assistant Assessor-Valuation
12A02 Assistant Auditor-Controller
12C35 Assistant Chief Probation Officer
12E03 Assistant County Administrative Officer
12A05 Assistant County Clerk - Recorder
12C38 Assistant County Counsel
12C42 Assistant Director of Emergency Communications
12C05 Assistant Director of Health Services
12C24 Assistant Director of Housing and Community Development
12C37 Assistant Director of Human Resources
12C23 Assistant Director of Public Works, Facilities and Parks
12C13 Assistant Director of Social Services
12C04 Assistant Library Director
12C11 Assistant Public Defender
12C14 Assistant Registrar of Voters
12A24 Assistant Treasurer-Tax Collector
12E01 Chief Assistant County Administrative Officer
12C39 Chief Assistant County Counsel
12A03 Chief Assistant District Attorney
12A06 Chief Assistant Public Defender
12A10 Chief Deputy Sheriff

12C43 Deputy Chief Information Officer
12C36 Deputy General Manager - Water Resources Agency
~~12C42 Assistant Director of Emergency Communications~~
12C29 Hospital Assistant Administrator
14C60 Hospital Chief Financial Officer
14K43 Hospital Chief Information Officer
54B70 Hospital Chief Medical Officer 1
2C28 Hospital Chief Nursing Officer
12A13 Undersheriff

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 ZX to Y as indicated below:

From:

Class Code	Class Title	Employee Unit
14A24	County Budget Director	ZX

To:

Class Code	Class Title	Employee Unit
14A24	County Budget Director	Y

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

Resolution No.: PPPR Control No. 25-009)
HRM Control No. 25-010)
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.)

WHEREAS, the Human Resources Department completed a review of the leadership structure of the Housing and Community Development Department; and

WHEREAS, the review recommended the creation of a classification of Assistant Director of Housing and Community Development to assist the Director with planning, administering and directing the day-to-day activities of the department and to act for the Director in their absence; and

WHEREAS, it is recommended to amend Personnel Policies and Practices Resolution No. 98-394 Appendices Section A.10.2 Assistant Department Heads Designated to include the newly created classification; and

WHEREAS, a review of the classification of County Budget Director was conducted pending recruitment for the position; and

WHEREAS, the review of the classification of County Budget Director determined that at-will executive status is necessary and appropriate due to the complex and dynamic nature of the work, coupled with the potential exposure to significant financial risks; and

WHEREAS, to implement the recommendations, the actions require the Personnel Policies and Practices Resolution No. 98-394 Appendices A and B and Section A.10.2 Assistant Department Heads Designated be amended;

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

1. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B are amended to create the classification of Assistant Director of Housing and Community Development with the salary range as indicated below:

Classification Title: Assistant Director of Housing and Community Development							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
80.540	84.970	89.643	94.573	99.774	104.763	110.001						
$6,443.22	$6,797.58	$7,171.43	$7,565.83	$7,981.93	$8,381.03	$8,800.08	12C24	01	OA	8810	Y	E
$13,960	$14,728	$15,538	$16,393	$17,294	$18,159	$19,067						

*provided for information purposes only

2. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section A.10.2 Assistant Department Heads Designated is amended to add the Assistant Director of Housing and Community Development;

A.10.2 Assistant Department Heads Designated

The following management classes are hereby designated as assistant department heads:

12C01 Assistant Agricultural Commissioner
12A15 Assistant Assessor-Valuation
12A02 Assistant Auditor-Controller
12C35 Assistant Chief Probation Officer
12E03 Assistant County Administrative Officer
12A05 Assistant County Clerk - Recorder
12C38 Assistant County Counsel
12C42 Assistant Director of Emergency Communications
12C05 Assistant Director of Health Services
12C24 Assistant Director of Housing and Community Development
12C37 Assistant Director of Human Resources
12C23 Assistant Director of Public Works, Facilities and Parks
12C13 Assistant Director of Social Services
12C04 Assistant Library Director
12C11 Assistant Public Defender
12C14 Assistant Registrar of Voters
12A24 Assistant Treasurer-Tax Collector
12E01 Chief Assistant County Administrative Officer
12C39 Chief Assistant County Counsel
12A03 Chief Assistant District Attorney
12A06 Chief Assistant Public Defender
12A10 Chief Deputy Sheriff
12C43 Deputy Chief Information Officer
12C36 Deputy General Manager - Water Resources Agency
12C29 Hospital Assistant Administrator
14C60 Hospital Chief Financial Officer
14K43 Hospital Chief Information Officer
54B70 Hospital Chief Medical Officer
12C28 Hospital Chief Nursing Officer

3. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B are amended to change the employee unit of the County Budget Director from Unit ZX to Unit Y as indicated below:

From:

Class Code	Class Title	Employee Unit
14A24	County Budget Director	ZX

To:

Class Code	Class Title	Employee Unit
14A24	County Budget Director	Y

4. The Human Resources Department is directed to implement the changes in the Advantage Human Resources Management (HRM) system.

PASSED AND ADOPTED on this _____day of _____, 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By _____
, Deputy

Introduced: 7/24/2025

Current Status: General Government - Consent

Version: 1

Matter Type: Ordinance

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.

RECOMMENDATION:
It is recommended that the Board of Supervisors 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.

SUMMARY/DISCUSSION:
On June 24, 1980, the Board of Supervisors adopted Ordinance No. 2632, codified at Chapter 2.04 of the Monterey County Code ("MCC"), to in part clarify the definition of "Compensation" to include health and welfare benefits provided to management elected officials and authorize the granting of such.

On October 14, 1980, the Board of Supervisors adopted Ordinance No. 2667 to amend Chapter 2.04 to set the method of compensation for travel and meal expenses of Board members. Chapter 2.04 currently provides members of the Board with an option to choose either the actual and necessary expenses for travel and meals incurred in the performance of their duties, or a flat sum of $150 per month for travel and the actual and necessary expenses for meals incurred in the performance of their duties within the County and actual and necessary expenses for travel and meals incurred in the performance of their duties outside the County.

On August 21, 1984, the Board of Supervisors adopted Ordinance No. 3011 to again amend Chapter 2.04 relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.380(B) includes the following language "In addition to the compensation specified in section 2.04.370 and in subsection A herein, each member of the board of supervisors shall receive the actual and necessary expenses incurred in the performance of his/her office and all benefits as provided to other elected officials in the county, which shall include the benefits of the management elective plan, the department head expense allowance, and the department head physical examination benefit which are provided elective department heads in Resolution No. 81-536, as amended."

The intent of the above-described ordinances was for the Board to receive the same health and welfare benefits and special pays that are provided to the County Elected Officials in Executive Management Unit Y. However, a review of the benefits, leaves and special pays for the Board of Supervisors and Elected Officials in Executive Management Unit Y identified there are additional benefits, leaves and special pays that have been granted over the years to the Elected Officials in Executive Management Unit Y that were not also granted to the Board of Supervisors such as the Elected Official In-Lieu Service Credit, Unit Y Automobile Allowance, Professional Development Stipend and Longevity Pay.

The Human Resources Department recommends adopting an ordinance to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y and will be bringing forward a Resolution on August 19, 2025, to amend the Personnel, Policies and Practices Resolution ("PPPR") No. 98-394 to effectuate the changes when the draft ordinance is considered for adoption.

The proposed ordinance is attached to this report as Attachment A. Additionally, a redlined version of the ordinance showing the proposed changes is attached as Attachment B.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office has reviewed and concurs with the recommendations. The County Counsel's Office has reviewed the ordinance as to form.

FINANCING:
There is no fiscal impact with this item.

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 the County of Monterey.

__ Economic Development
X 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:
A: Draft ordinance (clean)
B: Draft ordinance (redline)

County of Monterey

Board Report

Legistar File Number: ORD 25-009

Item No.

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

August 05, 2025

Introduced: 7/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

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.

RECOMMENDATION:
It is recommended that the Board of Supervisors 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.

SUMMARY/DISCUSSION:
On June 24, 1980, the Board of Supervisors adopted Ordinance No. 2632, codified at Chapter 2.04 of the Monterey County Code ("MCC"), to in part clarify the definition of "Compensation" to include health and welfare benefits provided to management elected officials and authorize the granting of such.

On October 14, 1980, the Board of Supervisors adopted Ordinance No. 2667 to amend Chapter 2.04 to set the method of compensation for travel and meal expenses of Board members. Chapter 2.04 currently provides members of the Board with an option to choose either the actual and necessary expenses for travel and meals incurred in the performance of their duties, or a flat sum of $150 per month for travel and the actual and necessary expenses for meals incurred in the performance of their duties within the County and actual and necessary expenses for travel and meals incurred in the performance of their duties outside the County.

On August 21, 1984, the Board of Supervisors adopted Ordinance No. 3011 to again amend Chapter 2.04 relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.380(B) includes the following language "In addition to the compensation specified in section 2.04.370 and in subsection A herein, each member of the board of supervisors shall receive the actual and necessary expenses incurred in the performance of his/her office and all benefits as provided to other elected officials in the county, which shall include the benefits of the management elective plan, the department head expense allowance, and the department head physical examination benefit which are provided elective department heads in Resolution No. 81-536, as amended."

The intent of the above-described ordinances was for the Board to receive the same health and welfare benefits and special pays that are provided to the County Elected Officials in Executive Management Unit Y. However, a review of the benefits, leaves and special pays for the Board of Supervisors and Elected Officials in Executive Management Unit Y identified there are additional benefits, leaves and special pays that have been granted over the years to the Elected Officials in Executive Management Unit Y that were not also granted to the Board of Supervisors such as the Elected Official In-Lieu Service Credit, Unit Y Automobile Allowance, Professional Development Stipend and Longevity Pay.

The Human Resources Department recommends adopting an ordinance to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y and will be bringing forward a Resolution on August 19, 2025, to amend the Personnel, Policies and Practices Resolution ("PPPR") No. 98-394 to effectuate the changes when the draft ordinance is considered for adoption.

The proposed ordinance is attached to this report as Attachment A. Additionally, a redlined version of the ordinance showing the proposed changes is attached as Attachment B.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office has reviewed and concurs with the recommendations. The County Counsel's Office has reviewed the ordinance as to form.

FINANCING:
There is no fiscal impact with this item.

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 the County of Monterey.

__ Economic Development
X 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:
A: Draft ordinance (clean)
B: Draft ordinance (redline)

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING SECTIONS 2.04.370, 2.04.380, 2.04.400 AND 2.04.410 OF THE MONTEREY COUNTY CODE REGARDING BOARD OF SUPERVISORS COMPENSATION

County Counsel Summary

This ordinance amends 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, special pays and monthly car allowance with the County Elected Officials in Executive Management Unit Y.

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

SECTION 1. FINDINGS AND DECLARATIONS.

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

B. On June 24, 1980, the Board of Supervisors adopted Ordinance No. 2632, codified at Chapter 2.04 of the Monterey County Code ("MCC"), relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.370(A) of the MCC includes the following language: "Compensation as used in this ordinance shall include basic salary, and such health and welfare benefits authorized by sections 53200, et seq., Government Code, which are provided to management elected officials of the County, viz., medical and dental benefits, optical plan and group insurance and other health and welfare benefits granted to such officials under those sections."

C. On October 14, 1980, the Board of Supervisors adopted Ordinance No. 2667, codified at Chapter 2.04 of the MCC to set the method of compensation for travel and meal expenses for Board members while on official business.

D. On August 21, 1984, the Board of Supervisors adopted Ordinance No. 3011, codified at Chapter 2.04 of the MCC, relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.380(B) includes the following language "In addition to the compensation specified in section 2.04.370 and in subsection A herein, each member of the board of supervisors shall receive the actual and necessary expenses incurred in the performance of his/her office and all benefits as provided to other elected officials in the county, which shall include the benefits of the management elective plan, the department head expense allowance, and the department head physical examination benefit which are provided elective department heads in Resolution No. 81-536, as amended."

E. The intent of the above described ordinances was for the Board of Supervisors to receive the same health and welfare benefits as well as the management expense allowance that is provided to the County Elected Officials in Executive Management Unit Y. However, a review of the benefits, leaves and special pays for the Board of Supervisors and Elected Officials in Executive Management Unit Y identified there are additional benefits, leaves and special pays that have been granted to the Elected Officials in Executive Management Unit Y that were not also granted to the Board of Supervisors.

F. This Ordinance aligns the Board of Supervisors health and welfare benefits, leaves and special pays as those provided in the Personnel Policies and Practices Resolution (PPPR) No. 98-394, as amended, to the Elected Officials in Executive Management Unit Y.

SECTION 2. Subsection A of Section 2.04.370 of the Monterey County Code is hereby amended to read as follows:

A. Members of the Board of Supervisors of the County of Monterey shall receive, as compensation for the services required of them by law as supervisors of the County of Monterey and ex-officio as the governing board of other public entities governed by said Board, amounts of compensation determined as set forth in Subsection B of this Section. Compensation as used in this Chapter shall include basic salary, and such health and welfare benefits authorized by Sections 53200 et seq. of the Government Code, and special pays which are provided to County Elected Officials in Executive Management Unit Y, as provided in the Personnel Policies and Practices Resolution (PPPR) No. 98-394, as may be amended.

SECTION 3. Subsection B of Section 2.04.380 of the Monterey County Code is hereby amended to read as follows:

B. In addition to the compensation specified in Section 2.04.370 and in Subsection A herein, each member of the Board of Supervisors shall receive the actual and necessary expenses incurred in the performance of his or her office and all benefits, leaves and special pays as provided to County Elected Officials in Executive Management Unit Y as provided in the Personnel Policies and Practices Resolution (PPPR) No. 98-394, as may be amended.

SECTION 4. Section 2.04.400 of the Monterey County Code is hereby amended to read as follows**:**

Members of the Board of Supervisors of the County shall be reimbursed for necessary meal and travel expenses as follows:

A. The actual and necessary expenses for travel and meals incurred in the performance of their duties within and outside of Monterey County; and

B. The monthly car allowance equivalent to that provided to the County Elected Officials in Executive Management Unit Y.

SECTION 5. Section 2.04.410 of the Monterey County Code is hereby amended to read as follows:

The compensation prescribed by Section 2.04.400 shall be payable on or after September 20, 2025.

SECTION 6. SEVERABILITY.

If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. The Board of Supervisors hereby declares that it would have adopted this Ordinance, and each subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional. The courts are hereby authorized to reform the provisions of this Section to preserve the maximum permissible effect of each subsection herein.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect on the thirty-first day following its adoption.

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

AYES:

NOES:

ABSENT:

_____
Christopher M. Lopez
Chair, Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

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

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING SECTIONS 2.04.370, 2.04.380, 2.04.400 AND 2.04.410 OF THE MONTEREY COUNTY CODE REGARDING BOARD OF SUPERVISORS COMPENSATION

County Counsel Summary

This ordinance amends 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, special pays and monthly car allowance with the County Elected Officials in Executive Management Unit Y.

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

SECTION 1. FINDINGS AND DECLARATIONS.

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

B. On June 24, 1980, the Board of Supervisors adopted Ordinance No. 2632, codified at Chapter 2.04 of the Monterey County Code ("MCC"), relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.370(A) of the MCC includes the following language: "Compensation as used in this ordinance shall include basic salary, and such health and welfare benefits authorized by sections 53200, et seq., Government Code, which are provided to management elected officials of the County, viz., medical and dental benefits, optical plan and group insurance and other health and welfare benefits granted to such officials under those sections."

C. On October 14, 1980, the Board of Supervisors adopted Ordinance No. 2667, codified at Chapter 2.04 of the MCC to set the method of compensation for travel and meal expenses for Board members while on official business.

D. On August 21, 1984, the Board of Supervisors adopted Ordinance No. 3011, codified at Chapter 2.04 of the MCC, relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.380(B) includes the following language "In addition to the compensation specified in section 2.04.370 and in subsection A herein, each member of the board of supervisors shall receive the actual and necessary expenses incurred in the performance of his/her office and all benefits as provided to other elected officials in the county, which shall include the benefits of the management elective plan, the department head expense allowance, and the department head physical examination benefit which are provided elective department heads in Resolution No. 81-536, as amended."

E. The intent of the above described ordinances was for the Board of Supervisors to receive the same health and welfare benefits as well as the management expense allowance that is provided to the County Elected Officials in Executive Management Unit Y. However, a review of the benefits, leaves and special pays for the Board of Supervisors and Elected Officials in Executive Management Unit Y identified there are additional benefits, leaves and special pays that have been granted to the Elected Officials in Executive Management Unit Y that were not also granted to the Board of Supervisors.

F. This Ordinance aligns the Board of Supervisors health and welfare benefits, leaves and special pays as those provided in the Personnel Policies and Practices Resolution (PPPR) No. 98-394, as amended, to the Elected Officials in Executive Management Unit Y.

SECTION 2. Subsection A of Section 2.04.370 of the Monterey County Code is hereby amended to read as follows:

A. Members of the Board of Supervisors of the County of Monterey shall receive, as compensation for the services required of them by law as supervisors of the County of Monterey and ex-officio as the governing board of other public entities governed by said Board, amounts of compensation determined as set forth in Subsection B of this Section. Compensation as used in this Chapter~~ordinance~~ shall include basic salary, and such health and welfare benefits authorized by Sections 53200 et seq. of the~~,~~ Government Code, and special pays which are provided to ~~management~~County Ee~~l~~ected Oo~~f~~fficials ~~of the County~~in Executive Management Unit Y, ~~viz., medical and dental benefits, optical plan and group insurance and other health and welfare benefits granted to such officials under those sections~~as provided in the Personnel Policies and Practices Resolution (PPPR) No. 98-394, as may be amended.

SECTION 3. Subsection B of Section 2.04.380 of the Monterey County Code is hereby amended to read as follows:

B. In addition to the compensation specified in Section 2.04.370 and in Subsection A herein, each member of the Board of Supervisors shall receive the actual and necessary expenses incurred in the performance of his or her office and all benefits, leaves and special pays as provided to County ~~other e~~Elected ~~o~~Officials in Executive Management Unit Y as ~~of the County, which shall include the benefits of the management elective plan, the department head expense allowance, and the department head physical examination benefit which are~~ provided ~~elective department heads~~ in the Personnel Policies and Practices Resolution (PPPR) No. 98~~81~~-394~~536~~, as may be amended.

SECTION 4. Section 2.04.400 of the Monterey County Code is hereby amended to read as follows**:**

Members of the Board of Supervisors of the County shall be reimbursed for necessary meal and travel expenses as follows:

A. The actual and necessary expenses for travel and meals incurred in the performance of their duties within and outside of Monterey County; ~~or~~and

B. The monthly car allowance equivalent to that provided to the County Elected Officials in Executive Management Unit Y.~~A flat sum of one hundred fifty dollars ($150.00) per month for travel plus the actual and necessary expenses for meals incurred in the performance of their duties within the County, plus the actual and necessary expenses for travel and meals incurred in the performance of their duties outside the County.~~

~~The expenses paid under Subsections A and B of this Section shall be paid in the alternative. Each Supervisor may choose at his or her option his or her method of reimbursement.~~

SECTION 5. Section 2.04.410 of the Monterey County Code is hereby amended to read as follows:

The compensation prescribed by Section 2.04.400 shall be payable on or after September 20, 2025~~ December 13, 1980 and shall be retroactive to October 1, 1980~~.

SECTION 6. SEVERABILITY.

If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. The Board of Supervisors hereby declares that it would have adopted this Ordinance, and each subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional. The courts are hereby authorized to reform the provisions of this Section to preserve the maximum permissible effect of each subsection herein.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect on the thirty-first day following its adoption.

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

AYES:

NOES:

ABSENT:

_____
Christopher M. Lopez
Chair, Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

Kelly L. Donlon
Chief Assistant County Counsel

Introduced: 7/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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.

RECOMMENDATION

It is recommended that the Board of Supervisors 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.

SUMMARY:

Background

The MCWDB was awarded federal Workforce Investment and Opportunity (WIOA) funds to provide employment services and occupational skills training to adults, dislocated workers, and youth. To provide effective outreach to community members who need and will benefit from these services, the MCWDB has executed an Agreement with Pat Davis Design Group (PDDG) to design and produce WIOA-compliant outreach and other communication-related materials with information on programs, services, and activities that meet the needs of job seekers and employers.

Request for Qualifications Process

On June 23, 2022, PDDG was approved by the MCWDB to produce WIOA-compliant communication materials and templates in English and Spanish following its selection through a regional Request for Qualifications (RFQ) process conducted earlier in 2022 to identify a consultant pool for local and regional WIOA services for the workforce development boards of Monterey, Santa Cruz, and San Benito counties. Based on the recommendation of the Selection Committee, the MCWDB approved an Agreement for development of communication materials to be executed with PDDG for up to a three-year period.

Delegation of Contracting Authority

On April 24, 2018, the Board of Supervisors had concurred in the MCWDB's April 4, 2018, delegation of contracting authority to the Executive Director to sign WIOA and non-WIOA funded contracts, subject to a $45,000 cap, prior County Counsel review and other limitations.

Based on the delegation of contracting authority to the MCWDB Executive Director, the MCWDB entered into an Agreement with PDDG to commence effective July 1, 2022, and end on June 30, 2023, for an amount not to exceed $44,975, for the design and production of outreach and communication-related materials.

On June 27, 2023, the Board of Supervisors approved the MCWDB Executive Director to execute Amendment No. 1 with PDDG in the amount of $35,000, which increased the total amount of the Agreement to an aggregate amount of $79,975 for the period from July 1, 2022, through June 30, 2024, and authorized the Executive Director to extend the Agreement an additional year, for a total aggregate amount not to exceed $87,973.

On September 10, 2024, Renewal and Amendment No. 2 to the PDDG Agreement was executed in the amount of $87,973 to develop and implement an Internal Communications Plan and an External Communications / Outreach Plan for the MCWDB that provided updated outreach/marketing templates and other communication materials, new banners, and updated signage for all locations.

PDDG also has an agreement with the MCWDB for website hosting, which was approved by the Board of Supervisors on August 31, 2021, retroactive to July 1, 2021, for a three-year period with up to two annual renewals. Both the MCWDB's internal and external communication plans use this website to facilitate communication with the MCWDB's stakeholders, including its WIOA Adult, Dislocated Worker, and Youth services providers, local employers, the broader workforce system, and the public.

DISCUSSION:
The MCWDB website agreement with PDDG will expire on June 30, 2026, and will require a new RFP process to be conducted in early 2026. At that time, the MCWDB anticipates identifying a website host with the capability to provide ongoing adjustments to the MCWDB's internal and external communication plans. The MCWDB is requesting a one-year extension to its communication materials Agreement with PDDG to align the term with its website hosting agreement. The MCWDB approved the PDDG Communication Materials Renewal and Amendment No. 3 at its meeting on June 26, 2025.

OTHER AGENCY INVOLVEMENT
County Counsel has approved the proposed Agreement.

FINANCING
The Board's approval of the proposed communication materials Renewal and Amendment No. 3 with PDDG will have no impact on the Monterey County General Fund. WIOA Adult, Dislocated Worker, and Youth funding, in an amount not to exceed $212,948, will be used to fund the Agreement and is budgeted in Fund 021, Appropriations Unit CAO030, Department 1050, Unit 8478.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES

Authorizing the Executive Director of the MCWDB to execute this Renewal and Amendment No. 3 to the Agreement with PDDG for outreach and communication materials will help the MCWDB to connect job seekers, employers, and other community members to the employment resources they need, resulting in the training and hiring of additional workers and ultimately to economic prosperity for Monterey County's residents and businesses.

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

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

R 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.

Prepared by: Elizabeth Kaylor, Management Analyst
Recommended by:Chris Donnelly, Executive Director

Attachments:
Board Report
2022-23 PDDG Communication Materials Agreement
2022-24 PDDG Comm. Matls. Amendment No. 1
2022-25 PDDG Comm. Matls. R&A No. 2
2022-26 PDDG Comm. Matls. R&A No. 3

County of Monterey

Board Report

Legistar File Number: 25-551

Item No.

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

August 05, 2025

Introduced: 7/24/2025 **Current Status:** Agenda Ready

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

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.

RECOMMENDATION

It is recommended that the Board of Supervisors 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.

SUMMARY:

Background

The MCWDB was awarded federal Workforce Investment and Opportunity (WIOA) funds to provide employment services and occupational skills training to adults, dislocated workers, and youth. To provide effective outreach to community members who need and will benefit from these services, the MCWDB has executed an Agreement with Pat Davis Design Group (PDDG) to design and produce WIOA-compliant outreach and other communication-related materials with information on programs, services, and activities that meet the needs of job seekers and employers.

Request for Qualifications Process

On June 23, 2022, PDDG was approved by the MCWDB to produce WIOA-compliant communication materials and templates in English and Spanish following its selection through a regional Request for Qualifications (RFQ) process conducted earlier in 2022 to identify a consultant pool for local and regional WIOA services for the workforce development boards of Monterey, Santa Cruz, and San Benito counties. Based on the recommendation of the Selection Committee, the MCWDB approved an Agreement for development of communication materials to be executed with PDDG for up to a three-year period.

Delegation of Contracting Authority

On April 24, 2018, the Board of Supervisors had concurred in the MCWDB's April 4, 2018, delegation of contracting authority to the Executive Director to sign WIOA and non-WIOA funded

contracts, subject to a $45,000 cap, prior County Counsel review and other limitations.

Based on the delegation of contracting authority to the MCWDB Executive Director, the MCWDB entered into an Agreement with PDDG to commence effective July 1, 2022, and end on June 30, 2023, for an amount not to exceed $44,975, for the design and production of outreach and communication-related materials.

On June 27, 2023, the Board of Supervisors approved the MCWDB Executive Director to execute Amendment No. 1 with PDDG in the amount of $35,000, which increased the total amount of the Agreement to an aggregate amount of $79,975 for the period from July 1, 2022, through June 30, 2024, and authorized the Executive Director to extend the Agreement an additional year, for a total aggregate amount not to exceed $87,973.

On September 10, 2024, Renewal and Amendment No. 2 to the PDDG Agreement was executed in the amount of $87,973 to develop and implement an Internal Communications Plan and an External Communications / Outreach Plan for the MCWDB that provided updated outreach/marketing templates and other communication materials, new banners, and updated signage for all locations.

PDDG also has an agreement with the MCWDB for website hosting, which was approved by the Board of Supervisors on August 31, 2021, retroactive to July 1, 2021, for a three-year period with up to two annual renewals. Both the MCWDB's internal and external communication plans use this website to facilitate communication with the MCWDB's stakeholders, including its WIOA Adult, Dislocated Worker, and Youth services providers, local employers, the broader workforce system, and the public.

DISCUSSION:
The MCWDB website agreement with PDDG will expire on June 30, 2026, and will require a new RFP process to be conducted in early 2026. At that time, the MCWDB anticipates identifying a website host with the capability to provide ongoing adjustments to the MCWDB's internal and external communication plans. The MCWDB is requesting a one-year extension to its communication materials Agreement with PDDG to align the term with its website hosting agreement. The MCWDB approved the PDDG Communication Materials Renewal and Amendment No. 3 at its meeting on June 26, 2025.

OTHER AGENCY INVOLVEMENT
County Counsel has approved the proposed Agreement.

FINANCING
The Board's approval of the proposed communication materials Renewal and Amendment No. 3 with PDDG will have no impact on the Monterey County General Fund. WIOA Adult, Dislocated Worker, and Youth funding, in an amount not to exceed $212,948, will be used to fund the Agreement and is budgeted in Fund 021, Appropriations Unit CAO030, Department 1050, Unit 8478.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES
Authorizing the Executive Director of the MCWDB to execute this Renewal and Amendment No. 3 to

the Agreement with PDDG for outreach and communication materials will help the MCWDB to connect job seekers, employers, and other community members to the employment resources they need, resulting in the training and hiring of additional workers and ultimately to economic prosperity for Monterey County's residents and businesses.

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

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

R 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.

Prepared by: Elizabeth Kaylor, Management Analyst
Recommended by:Chris Donnelly, Executive Director

Attachments:
Board Report
2022-23 PDDG Communication Materials Agreement
2022-24 PDDG Comm. Matls. Amendment No. 1
2022-25 PDDG Comm. Matls. R&A No. 2
2022-26 PDDG Comm. Matls. R&A No. 3

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	DATE – Consent **AGENDA NO.:**
SUBJECT:	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.
DEPARTMENT:	Monterey County Workforce Development Board

RECOMMENDATION

It is recommended that the Board of Supervisors 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 (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.

SUMMARY:

Background

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Request for Qualifications Process

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Delegation of Contracting Authority

On April 24, 2018, the Board of Supervisors had concurred in the MCWDB's April 4, 2018, delegation of contracting authority to the Executive Director to sign WIOA and non-WIOA funded contracts, subject to a $45,000 cap, prior County Counsel review and other limitations.

Based on the delegation of contracting authority to the MCWDB Executive Director, the MCWDB entered into an Agreement with PDDG to commence effective July 1, 2022, and end on June 30, 2023, for an amount not to exceed $44,975, for the design and production of outreach and communication-related materials.

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On September 10, 2024, Renewal and Amendment No. 2 to the PDDG Agreement was executed in the amount of $87,973 to develop and implement an Internal Communications Plan and an External Communications / Outreach Plan for the MCWDB that provided updated outreach/marketing templates and other communication materials, new banners, and updated signage for all locations.

PDDG also has an agreement with the MCWDB for website hosting, which was approved by the Board of Supervisors on August 31, 2021, retroactive to July 1, 2021, for a three-year period with up to two annual renewals. Both the MCWDB's internal and external communication plans use this website to facilitate communication with the MCWDB's stakeholders, including its WIOA Adult, Dislocated Worker, and Youth services providers, local employers, the broader workforce system, and the public.

DISCUSSION:
The MCWDB website agreement with PDDG will expire on June 30, 2026, and will require a new RFP process to be conducted in early 2026. At that time, the MCWDB anticipates identifying a website host with the capability to provide ongoing adjustments to the MCWDB's internal and external communication plans. The MCWDB is requesting a one-year extension to its communication materials Agreement with PDDG to align the term with its website hosting agreement. The MCWDB approved the PDDG Communication Materials Renewal and Amendment No. 3 at its meeting on June 26, 2025.

OTHER AGENCY INVOLVEMENT
County Counsel has approved the proposed Agreement.

FINANCING
The Board's approval of the proposed communication materials Renewal and Amendment No. 3 with PDDG will have no impact on the Monterey County General Fund. WIOA Adult, Dislocated Worker, and Youth funding, in an amount not to exceed $212,948, will be used to fund the Agreement and is budgeted in Fund 021, Appropriations Unit CAO030, Department 1050, Unit 8478.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES
Authorizing the Executive Director of the MCWDB to execute this Renewal and Amendment No. 3 to the Agreement with PDDG for outreach and communication materials will help the MCWDB to connect job seekers, employers, and other community members to the employment resources they need, resulting in the training and hiring of additional workers and ultimately to economic prosperity for Monterey County's residents and businesses.

☑ 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.

Prepared by:

Elizabeth Kaylor
Management Analyst
Monterey County Workforce
Development Board
(831) 755-5385

Recommended by:

Chris Donnelly
Executive Director
Monterey County Workforce
Development Board
(831) 759-6644

Attachments:
Board Report
2022-23 PDDG Communication Materials Agreement
2022-24 PDDG Comm. Matls. Amendment No. 1
2022-25 PDDG Comm. Matls. R&A No. 2
2022-26 PDDG Comm. Matls. R&A No. 3

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Agreement
between the
Monterey County Workforce Development Board (MCWDB)
and
Pat Davis Design Group, Inc.

I. DECLARATION

This Agreement is entered into by and between the MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as the MCWDB) and Pat Davis Design Group, Inc. (hereinafter referred to as "Contractor").

The purpose of this Agreement is to formalize the working relationship and establish the roles and responsibilities of the MCWDB and Contractor for the design, development, and production of outreach/marketing and communications collateral materials.

The scope of services and expected deliverables are specified in Exhibit A – Scope of Services, and a budget summary is specified in Exhibit B – Budget Summary. Exhibit C – WIOA Certifications and Assurances sets forth terms and requirements imposed by the Workforce Innovation and Opportunity Act (WIOA) and implementing regulations, guidance and directives. All Exhibits are incorporated by reference into this Agreement.

II. BACKGROUND

The MCWDB, a government entity created by a federal statute, WIOA, is charged with overseeing the allocation of WIOA funds and the WIOA-funded program operations of the Adult, Dislocated Worker, and Youth programs in in the Monterey County local workforce area. By entering into this Agreement, Contractor agrees to provide collateral materials design, development, and production services to the MCWDB. Contractor agrees to review all MCWDB policies, located at www.montereycountywdb.org, before the start of this Agreement, and to comply with all MCWDB policies in the performance of this Agreement.

III. GENERAL AREA OF RESPONSIBILITY

The general areas of responsibility between the parties to this Agreement and the scope of services to be provided are detailed in Exhibit A of this Agreement. Pursuant to Exhibit A, the parties expressly agree that Contractor is bound to comply with all the requirements of the WIOA as set forth in Exhibits A and C, and that the MCWDB shall oversee such activities.

This document and Exhibits A through C contain the entire Agreement of the parties and supersede all negotiations, verbal or otherwise, and any other agreement or any established practice(s) between the parties hereto.

IV. GENERAL PROVISIONS

A. TERM

This Agreement shall be effective retroactive to July 1, 2022 and remain in full force and effective through June 30, 2023 unless sooner terminated as provided herein. The MCWDB has the right to renew this Agreement for two (2) additional one (1) year terms, upon thirty (30) days written notice to the Contractor

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before the expiration of the initial term of the Agreement. Renewal will be contingent on Contractor's satisfactory performance, availability of funding, and Contractor's agreement to the renewal determination by the MCWDB and possibly the Chief Elected Official – the Monterey County Board of Supervisors – of the Monterey County Local Workforce Development Area. In the event the MCWDB exercises its right of renewal, all terms and conditions, requirements and specifications of this Agreement shall remain the same and shall apply during renewal terms. This Agreement will not automatically renew.

The MCWDB may terminate this Agreement by giving ninety (90) calendar days written notice to Contractor, with or without cause. If the MCWDB terminates this Agreement, the MCWDB may proceed to direct available funding to another provider of collateral materials design, development, and production services. This Agreement is contingent upon available funding.

B. CONTRACT ADMINISTRATORS

Contractor hereby designates Pat Davis Design Group President George Dimotakis as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of Contractor shall be under the direction of or shall be submitted to the Contractor's Contract Administrator.

The MCWDB hereby designates the Executive Director of the MCWDB as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of the MCWDB shall be under the direction of or shall be submitted to the MCWDB Contract Administrator.

Either party may change its designated Contract Administrator upon giving notice pursuant to Section G - Notice.

C. FISCAL / REPORTING

1. Funding available for the project term of July 1, 2022 to June 30, 2023 is $44,975. The budget summary is detailed in the attached Exhibit B.

2. Subject to receipt of funds from the State, the MCWDB's fiscal office shall approve the payments for services rendered as outlined in Exhibit B of this Agreement. Contractor will provide an invoice to MCWDB for the services as described in Tasks 1 through 7 on the Budget Summary table. MCWDB will make payments for the activities supporting the completion of Tasks 1 through 7, provided Contractor performs such activities to MCWDB's satisfaction in its sole discretion. The MCWDB shall provide payment to Contractor within forty-five (45) calendar days after timely receipt of Contractor's properly completed invoice, or as soon thereafter as is reasonable, provided Contractor is following the terms and conditions of this Agreement.

D. COMMUNICATION

Contractor shall provide all duties and services as specified in the attached Exhibit A. Meetings between Contractor and the MCWDB shall be scheduled, as needed, to discuss Contractor performance and other issues that affect either party to this Agreement.

E. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the MCWDB and Monterey County, and their 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,

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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 MCWDB or Monterey County. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

Contractor's duty of indemnification as described in this section shall survive termination of this Agreement and shall extend to the expiration of the statute of limitations applicable to claims arising out of this Agreement.

F. INSURANCE

Evidence of Coverage: Before 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 Monterey 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 such, insurance has been approved by Monterey County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

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.

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

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 statutory limits or $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 $3,000,000 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

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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.

Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the MCWDB and Monterey 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 MCWDB and Monterey 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 MCWDB and Monterey County, their 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 MCWDB and Monterey 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****.*

Before the execution of this Agreement by the MCWDB, Contractor shall file certificates of insurance with the Monterey County's Contract Administrator and Contracts/Purchasing Division, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Contractor shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by the MCWDB and Monterey County, annual certificates to Monterey County's Contract Administrator and Monterey County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the MCWDB or Monterey 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 the MCWDB, at its sole discretion, to terminate this Agreement immediately.

G. NOTICE

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

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George Dimotakis	Chris Donnelly
President	Executive Director
Pat Davis Design Group, Inc.	Monterey County Workforce Development Board (MCWDB)
333 University Ave., Suite 200	344 Salinas Street, Suite 101
Sacramento, CA 95825	Salinas, CA 93901
(916) 563-7148	(831) 759-6644
georged@pddesign.com	donnellyc@co.monterey.ca.us

H. CONSTRUCTION, INTEGRATION, AND INTERPRETATION OF AGREEMENT

The MCWDB and Contractor agree that each party has fully participated in the review and drafting 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. 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. Any waiver of the terms of this Agreement must be writing and signed by the MCWDB and Contractor. Waiver of any term or condition of this Agreement shall not be construed as the waiver of any other terms or conditions of this Agreement.

This Agreement, including the exhibits, represents the entire agreement between the MCWDB and Contractor with respect to the subject matter of this Agreement, and supersedes all prior negotiations, representations or agreements, either written or oral, between the MCWDB and Contractor as of the effective date of the Agreement, which is the date the MCWDB signs the Agreement. This Agreement may be amended or modified only by an instrument in writing signed by both parties.

This Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

I. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive. The MCWDB expressly reserves the right to contract with other entities for provision of the same or similar services.

J. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Scope of Services
2. Exhibit B – Budget Summary
3. Exhibit C – WIOA Compliance, Certifications, and Assurances

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

BY: _____ 9/14/2022

Christopher Donnelly
Executive Director
Monterey County Workforce Development Board

Date

APPROVED AS TO FORM BY: DocuSigned by: _____ 10/7/2022 | 4:08 PM PDT

44E083B3FBEA412...

Anne Brereton
Deputy County Counsel
County of Monterey

Date

BY: _____ SEPTEMBER 13, 2022

George Dimotakis
President
Pat Davis Design Group, Inc.

Date

BY: _____ SEPTEMBER 13, 2022

Ron Deforest
Project Manager
Pat Davis Design Group, Inc.

Date

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EXHIBIT A

SCOPE OF SERVICES

Collateral Materials Development Services
July 1, 2022, through June 30, 2023

I. PROJECT OVERVIEW: The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (MCWDB) and Pat Davis Design Group (hereinafter, "Contractor") for the provision of high-quality outreach/marketing collateral and other communications-related materials to create a common theme in support of the various activities of the local workforce system.

II. PROJECT PERIOD: July 1, 2022 through June 30, 2023.

III. DUTIES AND RESPONSIBILITIES:

A. Contractor Role and Responsibilities:

Contractor shall design, develop content and layout, and produce appropriate outreach/marketing information in consultation with MCWDB Staff. Contractor shall produce communications materials and templates in English and Spanish that are specific to different projects and customer groups in consultation and coordination with designated MCWDB staff.

1. Contractor will attend an initial kick-off meeting with MCWDB staff and key stakeholders to further refine the timeline and scope of work.

2. Contractor will provide a detailed assessment of MCWDB's current collateral and communication materials accessible at all points of public contact, including MCWDB's website and at its America's Job Center of California locations.

3. Contractor will provide various graphic design services needed to develop marketing/outreach and communication templates, to include design, layout, and production of specific project and other materials to include the following:
   a. Standardized digital media (website, e-newsletters, e-blasts, social networking sites).
   b. Standardized brochures/trifolds, special event flyers for job fairs and hiring events, and other print collateral such as business cards, email signature, one-pagers, PowerPoint and Word templates, table tents, standing banners, exterior signage, videos, and printed newsletters.
   c. Customer handout templates.
   d. Brand stories templates/guide, which use narrative to create an emotional, value-driven connection between customers and the brand.
   e. Case stories templates/guide to share employer and jobseeker success stories.

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4. Contractor will produce a *Collateral Material User Guide* detailing the different types of outreach/marketing and communications materials and explaining the appropriate use of each type. All approved collateral materials shall reside in the MCWDB intranet library.

5. Contractor will produce/design a quarterly and/or annual report to showcase the MCWDB's highlights and accomplishments, success stories, workforce data, and other relevant content, to include media, graphics, and other features.

B. MCWDB Role and Responsibilities:

The MCWDB shall:

1. Meet with Contractor to provide information and content on priorities and projects to be supported through the development and production of outreach/marketing collateral and other communication-related materials.

2. Designate MCWDB staff as Contractor's point of contact to facilitate information exchange and provision of feedback.

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EXHIBIT B

BUDGET SUMMARY
Communications Collateral Development
June 1, 2022 through June 30, 2023

Task	**Description**	**Cost Per Hour**	**Estimated Hours**	**Total Cost**
1	Project Kickoff and Initial Consultation	$95	8	$760
2	Assessment of Current Collateral and Communications Materials	$95	12	$1,140
3	Graphic Design for Communications Templates (Digital Media, Print, etc.)	$95	295	$28,025
4	Collateral Material User Guide	$95	20	$1,900
5	Quarterly and/or Annual Report	$95	70	$6,650
6	Project Management	$95	60	$5,700
7	Misc. (Stock Photos, Fonts, etc.)	$50	16	$800
	TOTALS		**376**	**$44,975**

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EXHIBIT C

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by Pat Davis Design Group, hereinafter referred to as "Contractor."

1. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.

b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.

c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].

d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].

e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288), including the requirement to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL.

f. Contractor will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

a. **Corporate Registration:** Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.

b. **Contracting with Corporations with Felony Criminal Convictions Prohibited:** The Monterey County Workforce Development Board (MCWDB) and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

c. **Contracting with Corporations with Unpaid Tax Liabilities Prohibited:** The MCWDB and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax

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liability.

d. **Expatriate Corporations**: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.

e. **Americans Disabilities Act (ADA):** Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)

f. **False Claims Act:** Contractor, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Contractor shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

g. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Contractor: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.

h. **Sectarian Activities:** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

i. **Domestic Partners:** For contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that it is in compliance with Public Contract Code § 10295.3.

j. **National Labor Relations Board:** Contractor (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC10296).

k. **Prior Findings:** Contractor, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

l. **Excluded Parties List**: The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.

m. **Drug-Free Workplace Certification:** By signing this Agreement, Contractor hereby certifies

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under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The person's or organization's policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

(3) Every Contractor employee who works on this Agreement will:
   a. Receive a copy of the Contractor's drug-free policy statement; and
   b. Agree to abide by the terms of the Contractor's drug-free policy statement as a condition of employment on the Agreement.

(4) The Contractor must notify the MCWDB if an employee of the Contractor is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

(5) Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements if it is determined that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

n. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Contractor recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all Contractor's employees and is providing the names of all new Contractor's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

o. **Debarment and Suspension Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the Contractor, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall Contractor have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of

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Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.

(4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where Contractor is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

p. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.

q. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:

(1) No Federal appropriated funds have been paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) Contractor shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over $100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by United States Code, section 1352, Title 31. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

r. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.

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s. **Sweatfree Code of Conduct:** All Contractors that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements of the Sweatfree Code of Conduct.

t. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

u. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

(1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.

a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:

i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;

ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

b. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will

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comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all Agreements that Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

c. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).

(2) Contractor will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.

(3) Contractor will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)

(4) Contractor will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).

(5) Contractor agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statues, regulations and policy. (Reference MCWDB Policy 2018-1 – Nondiscrimination and Equal Opportunity Procedures, accessible at: http://www.montereycountywib.org/policies/policies/).

(6) Contractor will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.

(7) Contractor will comply with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL."

(8) Contractor shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

v. **Indemnification:**

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(1) The following provision applies only if Contractor is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

(2) The following provision applies only if the Contractor is a non-governmental entity: The Contractor agrees to the extent permitted by law, to indemnify, defend and hold harmless the MCWDB, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other 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 and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Contractor in the performance of this Agreement.

w. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to Contractors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that Contractor has read the above special condition and is in compliance.

x. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.

y. **Clean Air Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

z. **Air or Water Pollution Violation:** Under State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

3. STANDARDS OF CONDUCT

Contractor hereby assures that in administering this Agreement, it shall comply with the standards

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of conduct hereinafter set out, for maintaining the integrity of the Agreement and avoiding any conflict of interest in its administration.

a. **General Assurance:** Every reasonable course of action will be taken by Contractor in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.

b. **Conflict of Interest:** An executive or employee of Contractor, an elected official in the area or a member of the MCWDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))

c. **Buy-American:** Contractor agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner-Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305). For the purposes of this award, the Contractor is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.

d. **Nepotism:** Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.

e. **Procurement:** Contractor must comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2019-02 – Procurement Standards and policy attachments; https://www.montereycountywdb.org/policy-procedures/.

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f. **Flood Insurance**: The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq*., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support.

g. **Architectural Barriers**: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

h. **Promoting Equitable Delivery of Government Benefits and Equal Opportunity**: The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, Contractors must execute the terms and conditions of their funding award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Contractors should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the funding award. Contractors are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their agreements in such a way to achieve equity.

i. **Publicity:** Pursuant to P.L. 117-103, Division H, Title V, Section 503, the Contractor is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

j. **Telecommunications Prohibition:** Contractors must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020). Contractors are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, any use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited, including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

k. Waste, Fraud, and Abuse: No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

l. Whisteblower Protection: All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

m. Historically Black Colleges and Universities, Other Minority Institutions: Pursuant to Executive Order (EO) 12928, the Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

n. Improving Access to Services for Persons with Limited English Proficiency: As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

o. **Harassment Prohibited:** The Contractor is prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

p. Health Benefits Coverage for Contraceptives: Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious

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beliefs.

q. **Health Benefits Coverage for Abortions Restricted:** Pursuant to P.L. 117-103, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit a contractor from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

r. **Fair Labor Standards Act Amendment for Major Disasters:** Pursuant to P.L. 117-103, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

> "(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
> (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
> (B) who receives from such employer on average weekly compensation of not less than $591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
> (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
> (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
> (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
> (iv) negotiating settlements; or
> (v) making recommendations regarding litigation.
> (2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

s. Lobbying/Advocacy Restricted: Pursuant to P.L. 117-103, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

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t. Blocking Pornography Required: Pursuant to P.L. 117-103, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

u. Privacy Act: No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

v. Procuring Goods Obtained through Child Labor Prohibited: Pursuant to P.L. 117-103, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 20, 2019. DOL has identified these goods and services at ILAB's List of Products Produced by Forced or Indentured Child Labor webpage.

w. Promotion of Drug Legalization Restricted: Pursuant to P.L. 117-103, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

x. Purchase of Sterile Needles or Syringes Restricted: Pursuant to P.L. 117-103, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

y. **Trafficking in Persons Prohibited**:

(1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.I of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—

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i. Associated with performance under this award; or
ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. I of this grant award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II. DOL/ETA right to terminate unilaterally that is described in paragraph a. II or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a. I of this award term in any subaward the award recipient makes to a private entity.

4. COORDINATION

a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, Contractor will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America's Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

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b. Contractor shall not accept referrals for participant positions funded under this Agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of Contractor and shall not be charged to either this AGREEMENT or the participant under this Agreement.

5. SUBCONTRACTING

a. Contractor will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.

b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Contractor will be evidenced by a written Agreement specifying the terms and conditions of such performance.

c. Contractor will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

d. The system for awarding contracts will contain safeguards to insure Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. CONSULTANTS

Fees paid to a consultant, who provides services under a program, shall be limited to $750 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

7. RESOLUTION

A county, city, district or other local public body must provide the MCWDB and the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an AGREEMENT, authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. FUNDING

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.

b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of

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this AGREEMENT in any manner.

c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB, and shall no longer be available to Contractor.

d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing Contractor is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of Contractor to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. FISCAL ACCOUNTABILITY

a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.

c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from Contractor to justify reimbursement payments made under this AGREEMENT.

d. All expenditures must be reported on an accrual basis of accounting.

e. No cost shall be allowed under this AGREEMENT which is not specifically identified in Contractor's approved budget. Contractor shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by Contractor that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.

f. Contractor shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by Contractor from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. Contractor shall not use WOIA funds as security or payment for obligations or as loans for activities of other funded programs.

g. Contractor's personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs

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specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of Contractor shall be compensated using WOIA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.

h. The MCWDB shall not pay, and Contractor shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by Contractor's employees during the term of this AGREEMENT.

i. In accordance with the requirements at 2 CFR 200.400(g), Contractor may not earn or keep any profit resulting from WOIA funds paid under this AGREEMENT, or other federal financial assistance.

j. Any excess of revenue over costs incurred for services provided by Contractor must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by Contractor to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Contractor ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.

k. Contractor shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: http://www.co.monterey.ca.us/auditor/policies.htm.

10. PAYMENT OF AUTHORIZED EXPENDITURES

a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.

b. Contractor shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Contractor over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Contractor.

11. REQUIRED FUNDING INFORMATION IN PUBLIC COMMUNICATIONS

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Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

a. The percentage of the total costs of the program or project which will be financed with Federal money;
b. The dollar amount of Federal funds for the project or program; and
c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

12. PERFORMANCE ACCOUNTABILITY

a. Contractor, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and Contractor shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.

b. It is the responsibility of Contractor to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:

   (1) Specific Actions to be taken
   (2) The objective of each action
   (3) Completion dates
   (4) Person(s) responsible
   (5) Result(s) to be accomplished

c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Contractor to achieve the specified results.

d. Failure of Contractor to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

13. MAINTENANCE OF EFFORT

Contractor shall comply with the following maintenance of effort requirements:

a. Contractor warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Contractor without assistance under WIOA.

b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for

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service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

c. Contractor will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.

d. Contractor will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

14. AMENDMENTS

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

a. There is a decrease in Federal or State funding levels.

b. Funds awarded to Contractor have not been expended in accordance with the budget included in the approved Contractor's plan. This will occur if, after consultation with Contractor, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.

c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

Except as provided above, the AGREEMENT may be amended only in writing by the mutual AGREEMENT of both parties.

15. REPORTING

a. Contractor will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to Contractor by the MCWDB.

b. Contractor shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. Contractor shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the MCWDB. These reports are due to the MCWDB, as requested in writing. Contractor also shall submit on a timely basis all required AGREEMENT supplemental documents.

16. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Contractor is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Contractor with ninety (90) days advance notice of termination of this Agreement for convenience.

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b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.

(1) In the event of breach of this Agreement by Contractor or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.

(2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the MCWDB will be addressed to:

Executive Director
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas, CA 93901

Notices to Contractor will be addressed to:

George Dimotakis, President
Pat Davis Design Group, Inc.
333 University Avenue, Suite 200
Sacramento, CA 95825

17. RECORDS MAINTENANCE & RETENTION

a. If participants are served under this AGREEMENT, Contractor will use CalJOBS https://www.caljobs.ca.gov, online case management systems as prescribed by the County of Monterey.

b. Contractor will retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment of this AGREEMENT. If, at the end of three (3) years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)

c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this

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AGREEMENT. For purposes of this section, “access to” means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the AGREEMENT. Contractor’s performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Contractor’s organization and its staff.

d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, Contractors should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

18. AUDITS

a. If Contractor expends $750,000 or more in a year in federal funds, CONTRACTOR shall submit an audit report that conforms to the requirements of 2 CFR part 200, subpart F (Single Audit.) Funds may be set aside in Contractor's budget in an amount equal to MCWDB’S fair share of the Contractor's cost of an A-133 independent audit, if required.

b. The audit report shall ascertain and determine that no services provided by the Contractor under this AGREEMENT are duplicative of services provided to another agency from which Contractor receives funding and are not being reimbursed from funding received from another agency.

c. Contractor shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of the Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Contractor.

d. The audit report must be completed and sent to the MCWDB within six months of the end of each Fiscal Year covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, the Contractor shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.

e. Should Contractor not enter into an agreement with an outside auditor or should an audit not be performed on a timely basis, the MCWDB, at its discretion, may enter into an agreement with an independent auditor to perform the audit at Contractor’s expense.

f. The Contractor shall submit to the MCWDB copies of management letters the auditor prepares for the Contractor as part of the audit engagement.

g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. Contractor must have auditor’s proof of current licensing on file in Contractor’s office. Contractor must submit a copy of the auditor’s certification to practice in California to the MCWDB.

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h. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Contractor must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.

i. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

19. DISALLOWED COSTS

a. Except to the extent that the State determines it will assume liability, Contractor will be liable for and will repay the MCWDB, any sums expended under this AGREEMENT found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the MCWDB.

b. Contractor shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.

c. If Contractor fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with Contractor effective immediately thereon.

20. CONFLICTS

a. Contractor will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.

b. In the event of a dispute between the MCWDB and Contractor over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursing any remedy for relief otherwise available.

21. PROPERTY

a. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

(1) Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.
(2) If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

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(3) The following language must be on all workforce products developed in whole or in part with grant funds:

"*This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)'s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it*."

(4) Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

(5) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

b. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB and/or purchased by Contractor with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.

c. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of $1,000 at the time of purchase, and is expected to have a useful life of one year or more.

d. Contractor shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of $1,000 or more, and use expectancy in excess of one year.

e. Property records for non-expendable property shall be accurately maintained by Contractor and shall reflect the following:

(1) a description of the property;
(2) acquisition date and costs;
(3) supplier; and

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(4) percentage of the cost of the property purchased with funds from this AGREEMENT.

f. Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, Contractor shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Contractor shall report it to the law enforcement authorities with that jurisdiction and Contractor shall provide a copy of the law enforcement report to the MCWDB.

22. CONFIDENTIALITY REQUIREMENTS

The MCWDB and Contractor will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The MCWDB and Contractor agree that:

a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information, except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.

c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

d. Contractor agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.

(1) Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.

(2) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to

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Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

(3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

f. Contractor shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Contractor must provide notification to individuals pursuant to Civil Code Section 1798.82.

g. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.

j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

l. If the MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Contractor agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service

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Contractors, or employees.

m. Contractor may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. Contractor shall ensure that it and all subcontractors comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by Contractor and its subcontractors:

(1) All client information submitted over the Internet to Contractor and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within Contractor and/or subcontractor(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a Contractor and/or subcontractor(s) obtain confidential information, the AGREEMENT between Contractor and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. Contractor and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.

(2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using Contractor and/or subcontractor(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in Contractor and subcontractor(s) AGREEMENT scope of services.

(3) Contractor must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Contractor and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if Contractor's and/or subcontractor's resume-distribution services, or any other services are offered to the client.

(4) Contractor and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services Contractor and/or subcontractor(s) offers. Contractor and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to Contractor and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

(5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Contractor and/or subcontractor(s). Contractor shall be responsible to communicate such changes to its subcontractor(s) in the local area.

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n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

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MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

344 Salinas Street, Suite 101
Salinas, CA 93901

(831) 796-6434
(831) 796-3321 Facsimile

www.montereycountywdb.org

September 8, 2022

To Whom It May Concern:

This letter pertains only to the Agreement between Monterey County Workforce Development Board and the Pat Davis Design Group, Inc. for the provision of design, development, and production of outreach/marketing and communications collateral materials retroactive to July 1, 2022 for the period from July 1, 2022 through June 30, 2023.

This letter changes the referenced Agreement only insofar as it relates to Monterey County's requirement for all contractor autos to be covered by an automobile liability policy which meets all other terms and conditions as described in the referenced Agreement.

Here, the Executive Director of the Monterey County Workforce Development Board is electing to waive the requirement for all auto liability insurance as stated in the Agreement, based on the statement of the Contractor that he/she will be using only hired and non-owned autos in the performance of this Agreement and therefore only hired and non-owned auto insurance is required.

In reliance thereon, the County will not require that Contractor's automobile insurance liability policy shall cover all autos. In the event that autos other than hired and non-owned autos are used in the performance of this Agreement, the insurance requirements in the Agreement will apply.

The signatures below constitute the agreement of Contractor to use only hired and non-owned autos in the performance of the referenced Agreement.

Contractor:

GDimotakis
George Dimotakis, President
Pat Davis Design Group, Inc.

SEPTEMBER 13, 2022
Date

Ronald M Deforest
Ron Deforest, Project Manager
Pat Davis Design Group, Inc.

SEPTEMBER 13, 2022
Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGee & Thielen Insurance Brokers, Inc.
3840 Rosin Court, Suite 245
Sacramento, CA 95834

www.mcgeethielen.com 0633187

CONTACT NAME: Amber Greenberg
PHONE (A/C, No, Ext): 916-561-4614 **FAX (A/C, No):** 916-561-4658
E-MAIL ADDRESS: agreenberg@mcgeethielen.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sequoia Insurance Company	22985
INSURER B : Sentinel Insurance Company Ltd	11000
INSURER C : The Hanover Insurance Company	22292
INSURER D : ACE American Insurance Company	22667
INSURER E :	
INSURER F :	

INSURED
Pat Davis Design Group, Inc.
333 University Avenue
Suite 200
Sacramento CA 95825

COVERAGES **CERTIFICATE NUMBER:** 70234957 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	✓ COMMERCIAL GENERAL LIABILITY	✓		57SBABF7194	9/17/2022	9/17/2023	EACH OCCURRENCE	$ 2,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	☐ OTHER:							$
B	**AUTOMOBILE LIABILITY**			57SBABF7194	9/17/2022	9/17/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			QWC1184205	12/31/2021	12/31/2022	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability/Tech E&O			LHFD770661	12/4/2021	12/4/2022	Each Claim: $2,000,000 claim/aggregate	
D	Cyber Liability			D9723369A	5/25/2022	5/25/2023	$2,000,000 Limit / $5,000 Deductible	
B	Employee Dishonesty			57SBABF7194	9/17/2022	9/17/2023	$10,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monterey County Workforce Development Board and the County of Monterey, and their officers, agents, and employees are additional insureds per the attached form SS 00 08 04/05. Insurance is primary and non-contributory per the attached blanket policy form SS 00 08 04/05.

CERTIFICATE HOLDER

Monterey County
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amber Greenberg
Amber Greenberg

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57SBABF7194

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

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b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

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(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

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b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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POLICY NUMBER: 57 SBA BF7194

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF SANTEE
10601 MAGNOLIA AVENUE
SANTEE, CA 92071

MONTEREY WORKFORCE DEVELOPMENT BOARD AND COUNTY OF MONTEREY
344 SALINAS STREET,
APT/SUITE 101,
SALINAS, CA 93901
RE: LOC 03 BLDG 001

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-16421
a. Approve and authorize the Executive Director of the Monterey County Workforce Development Board (MCWDB) to execute Amendment No. 1 with Pat Davis Design Group, Inc., to design and produce outreach and other communication-related materials, effective July 1, 2022, through June 30, 2024, in an aggregate amount not to exceed $79,975; and
b. Authorize the Executive Director of the MCWDB the option to extend the Agreement in writing by one additional year, subject to County Counsel review, so long as the amendment does not exceed 10% ($7,998) and does not substantially change the scope of work, not to exceed a maximum of $87,973.

PASSED AND ADOPTED on this 27th day of June 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 27, 2023.

Dated: June 28, 2023
File ID: 23-527
Agenda Item No.: 81

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT BETWEEN MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD AND PAT DAVIS DESIGN GROUP FOR COMMUNICATION MATERIALS DEVELOPMENT

This Renewal and Amendment No. 1 is made to the Professional Services Agreement for the provision of outreach and other communications-related materials compliant with the requirements of the Workforce Innovation and Opportunity Act (WIOA), by and between Pat Davis Design Group, Inc., hereinafter "Contractor," and the Monterey County Workforce Development Board, hereinafter "MCWDB," both of which are collectively referred to as "the parties."

WHEREAS, effective July 1, 2022, the MCWDB and Contractor entered into an Agreement in the amount of $44,975 to provide WIOA-compliant outreach and communications materials ("the Agreement"); and

WHEREAS, the MCWDB and Contractor wish to renew the Agreement, pursuant to this Renewal and Amendment No. 1, to increase the total amount of the Agreement by $35,000 for a total aggregate amount not to exceed $79,975, retroactive to July 1, 2023, for the total aggregate term of July 1, 2022 through June 30, 2024; and extend the term of the Agreement for one (1) additional year.

NOW THEREFORE, the MCWDB and CONTRACTOR hereby agree to amend the Agreement, pursuant to this Renewal and Amendment No. 1, in the following manner:

1. Section IV (A) shall be amended by removing the language, "This Agreement shall be effective retroactive to July 1, 2022 and remain in full force and effective through June 30, 2023," and replacing it with **"This Agreement shall be effective July 1, 2022 and remain in full force and effective through June 30, 2024."**

2. Section IV (C) (1) shall be amended by removing the language, "Funding available for the project term of July 1, 2022 to June 30, 2023 is $44,975" and replacing it with **"Funding available for the project term of July 1, 2022 to June 30, 2024 is $79,975."**

3. Section IV (C) (2) shall be further amended by removing the language, "Contractor will provide an invoice to MCWDB for the services as described in Tasks 1 through 7 on the Budget Summary table. MCWDB will make payments for the activities supporting the completion of Tasks 1 through 7," and replacing it with **"Contractor will provide an invoice to MCWDB for the services as described in Tasks 1 through 5 on the Budget Summary table. MCWDB will make payments for the activities supporting the completion of Tasks 1 through 5."**

4. Exhibit B, "Budget Summary," shall be amended by replacing it with Exhibit B-1, "Amended Budget Summary, Communications Collateral Development, July 1, 2022 through June 30, 2024," attached to this Renewal and Amendment No. 1.

Any individual executing this Renewal and Amendment No. 1 on behalf of the MCWDB or Contractor represents and warrants that he or she has the requisite authority to enter into this Renewal and Amendment No. 1 on behalf of such party and bind the party to the terms and conditions of the Renewal and Amendment No. 1.

Except as provided herein, all remaining terms, conditions and provisions 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.

A copy of this Renewal and Amendment No. 1, including attachments, shall be attached to the original Agreement dated July 1, 2022.

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IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 1 on the day and year written below.

MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

Chris Donnelly, Executive Director

Dated 7/7/2023

PAT DAVIS DESIGN GROUP, INC.

GDimotakis

George Dimotakis, President

Dated JUNE 7, 2023

Ronald M Deforest

Ronald Deforest, Project Manager

Dated June 7, 2023

Approved as to Form:

DocuSigned by:
Anne Brenton
44E083B3FBEA412...

Deputy County Counsel

Dated 7/10/2023 | 4:41 PM PDT

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EXHIBIT B-1

AMENDED BUDGET SUMMARY
Communications Collateral Development
July 1, 2022 through June 30, 2024

The budget below pertains to the period from July 1, 2023 through June 30, 2024.

Task	**Description**	**Cost Per Hour**	**Estimated Hours**	**Total Cost**
1	Graphic Design for Communications Templates (Digital Media, Print, etc.)	$95	220	$ 20,900
2	Collateral Material User Guide Updates	$95	20	$ 1,900
3	Quarterly and/or Annual Report	$95	70	$ 6,650
4	Project Management	$95	48	$ 4,560
5	Misc. (Stock Photos, Fonts, etc.)	$45	22	$ 990
	TOTALS		**376**	**$ 35,000**

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MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

344 Salinas Street, Suite 101
Salinas, CA 93901

(831) 796-6434
(831) 796-3321 Facsimile

www.montereycountywdb.org

June 6, 2023

To Whom It May Concern:

This letter pertains only to the Agreement between Monterey County Workforce Development Board and the Pat Davis Design Group, Inc. for the provision of design, development, and production of outreach/marketing and communications collateral materials for the period from July 1, 2023 through June 30, 2024.

This letter changes the referenced Agreement only insofar as it relates to Monterey County's requirement for all contractor autos to be covered by an automobile liability policy which meets all other terms and conditions as described in the referenced Agreement.

Here, the Executive Director of the Monterey County Workforce Development Board is electing to waive the requirement for all auto liability insurance as stated in the Agreement, based on the statement of the Contractor that he/she will be using only hired and non-owned autos in the performance of this Agreement and therefore only hired and non-owned auto insurance is required.

In reliance thereon, the County will not require that Contractor's automobile insurance liability policy shall cover all autos. In the event that autos other than hired and non-owned autos are used in the performance of this Agreement, the insurance requirements in the Agreement will apply.

The signatures below constitute the agreement of Contractor to use only hired and non-owned autos in the performance of the referenced Agreement.

Contractor:

GDimotakis
George Dimotakis, President
Pat Davis Design Group, Inc.

JUNE 7, 2023
Date

Ronald M Deforest
Ron Deforest, Project Manager
Pat Davis Design Group, Inc.

June 7, 2023
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGee & Thielen Insurance Brokers, Inc.
3840 Rosin Court, Suite 245
Sacramento, CA 95834

www.mcgeethielen.com 0633187

CONTACT NAME: Amber Greenberg
PHONE (A/C, No, Ext): 916-561-4614 **FAX (A/C, No):** 916-561-4658
E-MAIL ADDRESS: agreenberg@mcgeethielen.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sequoia Insurance Company	22985
INSURER B : Sentinel Insurance Company Ltd	11000
INSURER C : The Hanover Insurance Company	22292
INSURER D : ACE American Insurance Company	22667
INSURER E :	
INSURER F :	

INSURED
Pat Davis Design Group, Inc.
333 University Avenue
Suite 200
Sacramento CA 95825

COVERAGES **CERTIFICATE NUMBER:** 70234957 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	✓ COMMERCIAL GENERAL LIABILITY	✓		57SBABF7194	9/17/2022	9/17/2023	EACH OCCURRENCE	$ 2,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	☐ OTHER:							$
B	**AUTOMOBILE LIABILITY**			57SBABF7194	9/17/2022	9/17/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			QWC1184205	12/31/2021	12/31/2022	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability/Tech E&O			LHFD770661	12/4/2021	12/4/2022	Each Claim: $2,000,000 claim/aggregate	
D	Cyber Liability			D9723369A	5/25/2022	5/25/2023	$2,000,000 Limit / $5,000 Deductible	
B	Employee Dishonesty			57SBABF7194	9/17/2022	9/17/2023	$10,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monterey County Workforce Development Board and the County of Monterey, and their officers, agents, and employees are additional insureds per the attached form SS 00 08 04/05. Insurance is primary and non-contributory per the attached blanket policy form SS 00 08 04/05.

CERTIFICATE HOLDER

Monterey County
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amber Greenberg
Amber Greenberg

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

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b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

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(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

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b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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POLICY NUMBER: 57 SBA BF7194

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF SANTEE
10601 MAGNOLIA AVENUE
SANTEE, CA 92071

MONTEREY WORKFORCE DEVELOPMENT BOARD AND COUNTY OF MONTEREY
344 SALINAS STREET,
APT/SUITE 101,
SALINAS, CA 93901
RE: LOC 03 BLDG 001

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RENEWAL AND AMENDMENT NO. 2 TO AGREEMENT BETWEEN MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD AND PAT DAVIS DESIGN GROUP FOR COMMUNICATION MATERIALS DEVELOPMENT

This Renewal and Amendment No. 2 is made to the Professional Services Agreement for the provision of outreach and other communications-related materials compliant with the requirements of the Workforce Innovation and Opportunity Act (WIOA), by and between Pat Davis Design Group, Inc., hereinafter "Contractor," and the Monterey County Workforce Development Board, hereinafter "MCWDB," both of which are collectively referred to as "the parties."

WHEREAS, effective July 1, 2022, the MCWDB and Contractor entered into an Agreement in the amount of $44,975 to provide WIOA-compliant outreach and communications materials ("the Agreement"); and

WHEREAS, effective July 1, 2023, the MCWDB and Contractor entered into Amendment No. 1 to increase the total amount of the Agreement by $35,000, for a total aggregate amount not to exceed $79,975, and extend the term for an additional year for the total aggregate term of July 1, 2022 through June 30, 2024; and

WHEREAS, effective July 1, 2024, the Agreement between the MCWDB and Contractor expired; and

WHEREAS, the MCWDB and Contractor wish to renew and amend the Agreement, pursuant to this Renewal and Amendment No. 2, to increase the total amount of the Agreement by $87,973, for a total aggregate amount not to exceed $167,948, and extend the term for one (1) additional year, for the total aggregate term of July 1, 2022 through June 30, 2025;

NOW THEREFORE, the MCWDB and Contractor hereby agree:

A. That the Agreement between the MCWDB and Contractor for outreach and communications materials, effective July 1, 2022, is hereby renewed retroactive to July 1, 2024, and

B. That the Agreement shall be amended, pursuant to this Renewal and Amendment No. 2, in the following manner:

1. Section IV (A) shall be amended by removing the language, "This Agreement shall be effective retroactive to July 1, 2022 and remain in full force and effective through June 30, 2024," and replacing it with **"This Agreement shall be effective July 1, 2022 and remain in full force and effective through June 30, 2025."**

2. Section IV (C) (1) shall be amended by removing the language, "Funding available for the project term of July 1, 2022 to June 30, 2024 is $79,975," and replacing it with **"Funding available for the project term of July 1, 2022 to June 30, 2025 is $167,948."**

3. Exhibit A, "Scope of Services," shall be amended by replacing it with Exhibit A-1, "Amended Scope of Services, Collateral Materials Development Services, July 1, 2022 through June 30, 2025," attached to this Renewal and Amendment No. 2.

4. Exhibit B-1, "Amended Budget Summary," shall be amended by replacing it with Exhibit B-2, "Amended Budget Summary, WIOA Communications Collateral Development, July 1, 2022 through June 30, 2025," attached to this Renewal and Amendment No. 2.

5. Exhibit C, "General Conditions, Assurances and Certifications," shall be amended by replacing it with Exhibit C-1, "Amended General Conditions, Assurances and Certifications, Workforce Innovation and Opportunity Act (WIOA)," attached to this Renewal and Amendment No. 2.

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Any individual executing this Renewal and Amendment No. 2 on behalf of the MCWDB or Contractor represents and warrants that he or she has the requisite authority to enter into this Renewal and Amendment No. 2 on behalf of such party and bind the party to the terms and conditions of Renewal and Amendment No. 2.

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

A copy of this Renewal and Amendment No. 2, including attachments, shall be attached to the original Agreement dated July 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 2 on the day and year written below.

MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

Chris Donnelly, Executive Director

Dated 9/10/2024

PAT DAVIS DESIGN GROUP, INC.

GDimotakis

George Dimotakis, President

Dated SEPTEMBER 3, 2024

Ronald M Deforest

Ronald Deforest, Project Manager

Dated September 3, 2024

Approved as to Form:

DocuSigned by:

Anne Brenton

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Deputy County Counsel

Dated 9/10/2024 | 4:18 PM PDT

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EXHIBIT A-1

AMENDED SCOPE OF SERVICES
Collateral Materials Development Services
July 1, 2022, through June 30, 2025

I. PROJECT OVERVIEW: The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (MCWDB) and Pat Davis Design Group (hereinafter, "Contractor") for the provision of high-quality outreach/marketing collateral and other communications-related materials to create a common theme in support of the various activities of the local workforce system.

II. PROJECT PERIOD: July 1, 2022 through June 30, 2025.

III. DUTIES AND RESPONSIBILITIES:

A. Contractor Role and Responsibilities:

Contractor shall design, develop content and layout, and produce appropriate outreach/marketing information in consultation with MCWDB staff. Contractor shall produce communications materials and templates in English and Spanish that are specific to different projects and customer groups in consultation and coordination with designated MCWDB staff.

1. Contractor will implement the following Internal Communications Plan and External Communications/Outreach Plan on behalf of MCWDB:

    a. Internal Communications Plan
        1) Goal: Align Employees with Business Goals
            a) Communicate the Board's vision and mission, ensuring employees understand the Board's direction and purpose.
            b) Share strategic objectives, clearly outlining the organization's goals and how individual roles contribute to them.
            c) Build employee engagement, motivating employees to be invested in the Board's success.
        2) Elevator Pitch
            a) Define the Board's value proposition
                i. Clearly articulate what unique value the career centers and Monterey County Works services offer to customers.
            b) Craft core message
        3) Other Internal Messaging Development
            a) Define key messages that align with the Board's goals.
            b) Ensure messages are clear, concise, and relevant.
            c) Channel Selection
                i. Choose appropriate channels for delivering messages (email, intranet, internal newsletter, etc.).
            d) Communication Calendar

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i. Create a schedule for delivering messages.
ii. Coordinate with other County departments and events.

e) Measurement and Evaluation
i. Regularly evaluate the internal communications plan and adjust as needed.

b. External Communications/Outreach Plan

1) The goals of the external communications/outreach plan are:
a) Enhance brand awareness and increase visibility and recognition.
b) Build brand reputation by developing a positive and consistent brand image.
c) Drive customer engagement, and foster relationships and loyalty.

2) Audience Analysis
a) Identify the target audience(s): customers, employers, community, etc.
b) Understand target audience needs, interests, and communication preferences.

3) Message Development
a) Craft key messages that align with the Board's brand and resonate with its audience.
b) Ensure messages are clear, concise, and compelling.

4) Channel Selection
a) Choose the most effective channels to reach the Board's target audiences (website, social media, press releases, advertising, public relations, etc.).
b) Consider channel strengths and weaknesses based on audience preferences and message type.

5) Collateral Assessment
a) Identify all existing marketing materials, including print, digital, and audiovisual formats.
b) Perform evaluation and assessment of each piece of collateral based on the following criteria:
i. Alignment with brand identity and messaging
ii. Effectiveness in communicating key selling points
iii. Visual appeal and design quality
iv. Target audience relevance
v. Overall impact and return on investment
c) Perform a gap analysis, identifying any missing collateral pieces or areas where existing materials are lacking.

6) Collateral Creation
a) Develop high-quality collateral that is informative, engaging, and relevant to MCWDB's audience.
b) Ensure content aligns with MCWDB's brand voice and messaging.
c) Examples of collateral to be produced:
i. Job seeker-targeted collateral
1. Program flyers
2. Automated Chatbot on website
3. Monthly eNewsletter
ii. Business-targeted collateral
1. Business Resources Guide (Micro-Website)

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2. Monthly eNewsletter
3. Year-End Report

7) Measurement and Evaluation
   a) Establish key performance indicators (KPIs) to measure the success of MCWDB's communications efforts.
   b) Regularly track and analyze metrics to identify areas for improvement.

2. Contractor will provide graphic design, layout, production, and other services as needed to support implementation of MCWDB's Internal Communications Plan and External Communications/Outreach Plan.

B. MCWDB Role and Responsibilities:

The MCWDB shall:

1. Meet with Contractor to provide information and content on priorities and projects to be supported through the development and production of outreach/marketing collateral and other communication-related materials.

2. Designate MCWDB staff as Contractor's point of contact to facilitate information exchange and provision of feedback.

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EXHIBIT B-2

AMENDED BUDGET SUMMARY
Communications Collateral Development
July 1, 2022 through June 30, 2025

The budget below pertains to the period from July 1, 2024 through June 30, 2025.

Task	Description	Cost Per Hour	Estimated Hours	Total Cost
1	Assessment of Current Collateral and Communications Materials	$ 95	96	$ 9,120
2	Graphic Design for Communications Templates (Digital Media, Print, etc.)	$ 95	504	$ 47,880
3	Monthly and Annual Reports	$ 95	96	$ 9,120
4	Project Management	$ 95	120	$ 11,400
5	Misc. (Stock Photos, Fonts, etc.)	Variable		$ 10,453
	TOTAL			**$ 87,973**

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EXHIBIT C-1

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by Pat Davis Design Group, Inc., hereinafter referred to as "Contractor."

1. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.

b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.

c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].

d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].

e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288), including the requirement to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL.

f. Contractor will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

a. **Corporate Registration:** Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.

b. **Contracting with Corporations with Felony Criminal Convictions Prohibited:** The Monterey County Workforce Development Board (MCWDB) and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

c. **Contracting with Corporations with Unpaid Tax Liabilities Prohibited:** The MCWDB and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a

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timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

d. **Expatriate Corporations**: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.

e. **Americans Disabilities Act (ADA):** Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)

f. **False Claims Act:** Contractor, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Contractor shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

g. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Contractor: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.

h. **Sectarian Activities:** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

i. **Domestic Partners:** For contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that it is in compliance with Public Contract Code § 10295.3.

j. **National Labor Relations Board:** Contractor (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC10296).

k. **Prior Findings:** Contractor, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

l. **Excluded Parties List**: The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.

m. **Drug-Free Workplace Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with

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the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The person's or organization's policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

(3) Every Contractor employee who works on this Agreement will:
   a. Receive a copy of the Contractor's drug-free policy statement; and
   b. Agree to abide by the terms of the Contractor's drug-free policy statement as a condition of employment on the Agreement.

(4) The Contractor must notify the MCWDB if an employee of the Contractor is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

(5) Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements if it is determined that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

n. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Contractor recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all Contractor's employees and is providing the names of all new Contractor's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

o. **Debarment and Suspension Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the Contractor, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall Contractor have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

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(3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.

(4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where Contractor is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

p. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.

q. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:

(1) No Federal appropriated funds have been paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) Contractor shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over $100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by United States Code, section 1352, Title 31. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

r. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.

s. **Sweatfree Code of Conduct:** All Contractors that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or

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supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements of the Sweatfree Code of Conduct.

t. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

u. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

(1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.

a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:

i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;

ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

b. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all Agreements that Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States

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has the right to seek judicial enforcement of this assurance.

c. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).

(2) Contractor will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.

(3) Contractor will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)

(4) Contractor will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).

(5) Contractor agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statues, regulations and policy. (Reference MCWDB Policy 2018-1 – Nondiscrimination and Equal Opportunity Procedures, accessible at: http://www.montereycountywib.org/policies/policies/).

(6) Contractor will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.

(7) Contractor will comply with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL.”

(8) Contractor shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

v. **Indemnification:**

(1) The following provision applies only if Contractor is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

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(2) The following provision applies only if the Contractor is a non-governmental entity: The Contractor agrees to the extent permitted by law, to indemnify, defend and hold harmless the MCWDB, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other 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 and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Contractor in the performance of this Agreement.

w. **Salary and Bonus Limitations:** Pursuant to P.L. 117-328, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of- living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including DOL programs. See TEGL 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that Contractor has read the above special condition and is in compliance.

x. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part

y. **Clean Air Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

z. **Air or Water Pollution Violation:** Under State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

3. STANDARDS OF CONDUCT

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the Agreement and avoiding any conflict of interest in its administration.

a. General Assurance: Every reasonable course of action will be taken by Contractor in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.

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b. **Conflict of Interest:** An executive or employee of Contractor, an elected official in the area or a member of the MCWDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))

c. **Buy-American:** Contractor agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner-Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305). For the purposes of this award, the Contractor is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.

d. **Nepotism:** Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.

e. **Procurement:** As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award. Contractor must additionally comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2019-02 – Procurement Standards and policy attachments; https://www.montereycountywdb.org/policy-procedures/).

f. **Flood Insurance**: The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq*., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the

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community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support.

g. **Architectural Barriers**: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

h. **Promoting Equitable Delivery of Government Benefits and Equal Opportunity**: The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, Contractors must execute the terms and conditions of their funding award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Contractors should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the funding award. Contractors are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their agreements in such a way to achieve equity.

i. **Publicity:** Pursuant to P.L. 117-328, Division H, Title V, Section 503, the Contractor is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

j. **Telecommunications Prohibition:** Contractors must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020). Contractors are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, any use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited, including telecommunications or video surveillance services

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provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

k. **Waste, Fraud, and Abuse:** No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

l. **Whisteblower Protection:** All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

m. **Historically Black Colleges and Universities, Other Minority Institutions:** Pursuant to Executive Order (EO) 12928, the Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

n. **Improving Access to Services for Persons with Limited English Proficiency:** As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

o. **Harassment Prohibited:** The Contractor is prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

(1) Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:

(2) Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or

(3) Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment

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from, or employment in the administration of or in connection with, any WIOA Title I financially assisted program or activity; or

(4) Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.

(5) Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

p. Health Benefits Coverage for Contraceptives: Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plan's Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

q. Health Benefits Coverage for Abortions Restricted: Pursuant to P.L. 117-328, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit a contractor from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

r. Fair Labor Standards Act Amendment for Major Disasters: Pursuant to P.L. 117-328, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

"(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
(A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
(B) who receives from such employer on average weekly compensation of not less than $591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
(i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
(ii) inspecting property damage or reviewing factual information to prepare

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damage estimates;

(iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;

(iv) negotiating settlements; or

(v) making recommendations regarding litigation.

(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

s. Lobbying/Advocacy Restricted: Pursuant to P.L. 117-328, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

t. Blocking Pornography Required: Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

u. Privacy Act: No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

v. Procuring Goods Obtained through Child Labor Prohibited: Pursuant to P.L. 117-328, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB's List of Products Produced by Forced or Indentured Child Labor webpage.

w. Promotion of Drug Legalization Restricted: Pursuant to P.L. 117-328, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

x. Purchase of Sterile Needles or Syringes Restricted: Pursuant to P.L. 117-328, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

y. Text Messaging While Driving: Contractors are strongly encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or when performing any work for or on behalf of the Monterey County Workforce Development Board (MCWDB).

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z. Restrictions Against the Creation or Research of Embryos: Pursuant to P.L. 117-328, Division H, Title V, Section 508, no Federal funds shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

aa. Trafficking in Persons Prohibited:

(1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.I of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. I of this grant award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as

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implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II. DOL/ETA right to terminate unilaterally that is described in paragraph a. II or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a. I of this award term in any subaward the award recipient makes to a private entity.

4. COORDINATION

a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, Contractor will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America's Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

b. Contractor shall not accept referrals for participant positions funded under this Agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of Contractor and shall not be charged to either this AGREEMENT or the participant under this Agreement.

5. SUBCONTRACTING

a. Contractor will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.

b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Contractor will be evidenced by a written Agreement specifying the terms and conditions of such performance.

c. Contractor will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

d. The system for awarding contracts will contain safeguards to insure Contractor does not contract

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with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. CONSULTANTS

Fees paid to a consultant who provides services under a program, shall be limited to $815 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

7. RESOLUTION

A county, city, district or other local public body must provide the MCWDB and the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an AGREEMENT, authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. FUNDING

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.

b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.

c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB and shall no longer be available to Contractor.

d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing Contractor is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of Contractor to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. FISCAL ACCOUNTABILITY

a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable

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financial reports.

b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.

c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from Contractor to justify reimbursement payments made under this AGREEMENT.

d. All expenditures must be reported on an accrual basis of accounting.

e. No cost shall be allowed under this AGREEMENT which is not specifically identified in Contractor's approved budget. Contractor shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by Contractor that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.

f. Contractor shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by Contractor from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. Contractor shall not use WOIA funds as security or payment for obligations or as loans for activities of other funded programs.

g. Contractor's personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of Contractor shall be compensated using WOIA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.

h. The MCWDB shall not pay, and Contractor shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by Contractor's employees during the term of this AGREEMENT.

i. In accordance with the requirements at 2 CFR 200.400(g), Contractor may not earn or keep any profit resulting from WOIA funds paid under this AGREEMENT, or other federal financial assistance.

j. Any excess of revenue over costs incurred for services provided by Contractor must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by Contractor to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Contractor ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.

k. Contractor shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This

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detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: http://www.co.monterey.ca.us/auditor/policies.htm.

10. PAYMENT OF AUTHORIZED EXPENDITURES

a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.

b. Contractor shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Contractor over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Contractor.

11. REQUIRED FUNDING INFORMATION IN PUBLIC COMMUNICATIONS

Pursuant to Public Law 117-328, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

a. The percentage of the total costs of the program or project which will be financed with Federal money;
b. The dollar amount of Federal funds for the project or program; and
c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

12. PERFORMANCE ACCOUNTABILITY

a. Contractor, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and Contractor shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.

b. It is the responsibility of Contractor to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective

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action plan shall consist of the following:

(1) Specific Actions to be taken
(2) The objective of each action
(3) Completion dates
(4) Person(s) responsible
(5) Result(s) to be accomplished

c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Contractor to achieve the specified results.

d. Failure of Contractor to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

13. MAINTENANCE OF EFFORT

Contractor shall comply with the following maintenance of effort requirements:

a. Contractor warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Contractor without assistance under WIOA.

b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

c. Contractor will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.

d. Contractor will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

14. AMENDMENTS

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

a. There is a decrease in Federal or State funding levels.

b. Funds awarded to Contractor have not been expended in accordance with the budget included in the approved Contractor's plan. This will occur if, after consultation with Contractor, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.

c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

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Except as provided above, the AGREEMENT may be amended only in writing by the mutual AGREEMENT of both parties.

15. REPORTING

a. Contractor will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to Contractor by the MCWDB.

b. Contractor shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. Contractor shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the MCWDB. These reports are due to the MCWDB, as requested in writing. Contractor also shall submit on a timely basis all required AGREEMENT supplemental documents.

16. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Contractor is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Contractor with ninety (90) days advance notice of termination of this Agreement for convenience.

b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.

    (1) In the event of breach of this Agreement by Contractor or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.

    (2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the MCWDB will be addressed to:

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Executive Director
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas, CA 93901

Notices to Contractor will be addressed to:

President George Dimotakis
Pat Davis Design Group, Inc.
333 University Avenue, Suite 200
Sacramento, CA 95825

17. RECORDS MAINTENANCE & RETENTION

a. If participants are served under this AGREEMENT, Contractor will use CalJOBS https://www.caljobs.ca.gov, online case management systems as prescribed by the County of Monterey.

b. Contractor will retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment of this AGREEMENT. If, at the end of three (3) years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)

c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the AGREEMENT. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Contractor's organization and its staff.

d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, Contractors should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

18. AUDITS

a. If Contractor expends $750,000 or more in a year in federal funds, CONTRACTOR shall submit an audit report that conforms to the requirements of 2 CFR part 200.501, subpart F (Single Audit.) OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Funds may be set aside in Contractor's budget in an amount equal to MCWDB'S fair share of the Contractor's cost of an A-133 independent audit, if required.

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b. The audit report shall ascertain and determine that no services provided by the Contractor under this AGREEMENT are duplicative of services provided to another agency from which Contractor receives funding and are not being reimbursed from funding received from another agency.

c. Contractor shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of the Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Contractor.

d. The audit report must be completed and sent to the MCWDB within six months of the end of each Fiscal Year covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, the Contractor shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.

e. Should Contractor not enter into an agreement with an outside auditor or should an audit not be performed on a timely basis, the MCWDB, at its discretion, may enter into an agreement with an independent auditor to perform the audit at Contractor's expense.

f. The Contractor shall submit to the MCWDB copies of management letters the auditor prepares for the Contractor as part of the audit engagement.

g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. Contractor must have auditor's proof of current licensing on file in Contractor's office. Contractor must submit a copy of the auditor's certification to practice in California to the MCWDB.

h. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Contractor must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.

i. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

19. DISALLOWED COSTS

a. Except to the extent that the State determines it will assume liability, Contractor will be liable for and will repay the MCWDB, any sums expended under this AGREEMENT found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the MCWDB.

b. Contractor shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.

c. If Contractor fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with Contractor effective immediately thereon.

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20. CONFLICTS

a. Contractor will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.

b. In the event of a dispute between the MCWDB and Contractor over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursing any remedy for relief otherwise available.

21. PROPERTY

a. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

(1) Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.
(2) If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.
(3) The following language must be on all workforce products developed in whole or in part with grant funds:

"*This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)'s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it*."

(4) Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

(5) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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b. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB and/or purchased by Contractor with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.

c. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of $1,000 at the time of purchase, and is expected to have a useful life of one year or more.

d. Contractor shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of $1,000 or more, and use expectancy in excess of one year.

e. Property records for non-expendable property shall be accurately maintained by Contractor and shall reflect the following:

   (1) a description of the property;
   (2) acquisition date and costs;
   (3) supplier; and
   (4) percentage of the cost of the property purchased with funds from this AGREEMENT.

f. Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, Contractor shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Contractor shall report it to the law enforcement authorities with that jurisdiction and Contractor shall provide a copy of the law enforcement report to the MCWDB.

22. CONFIDENTIALITY REQUIREMENTS

The MCWDB and Contractor will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The MCWDB and Contractor agree that:

a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information, except where disclosure is allowed by prior written approval of

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the Grant Officer or by court order. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a "need-to-know" basis.

c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

d. Contractor agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.

   (1) Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.

   (2) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

   (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

f. Contractor shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Contractor must provide notification to individuals pursuant to Civil Code Section 1798.82.

g. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires;

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and the prevention, detection, and minimization of water damage.

h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.

j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

l. If the MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Contractor agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service Contractors, or employees.

m. Contractor may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. Contractor shall ensure that it and all subcontractors comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by Contractor and its subcontractors:

   (1) All client information submitted over the Internet to Contractor and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within Contractor and/or subcontractor(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a Contractor and/or subcontractor(s) obtain confidential information, the AGREEMENT between Contractor and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. Contractor and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.

   (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the

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time the client or agency is using Contractor and/or subcontractor(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in Contractor and subcontractor(s) AGREEMENT scope of services.

(3) Contractor must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Contractor and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if Contractor's and/or subcontractor's resume-distribution services, or any other services are offered to the client.

(4) Contractor and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services Contractor and/or subcontractor(s) offers. Contractor and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to Contractor and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

(5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Contractor and/or subcontractor(s). Contractor shall be responsible to communicate such changes to its subcontractor(s) in the local area.

n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGee & Thielen Insurance Brokers, Inc. 3840 Rosin Court, Suite 245 Sacramento, CA 95834 www.mcgeethielen.com 0633187	CONTACT NAME: PHONE (A/C, No, Ext): 916-646-1919 FAX (A/C, No): 916-646-0995 E-MAIL ADDRESS:
INSURED Pat Davis Design Group, Inc. 333 University Avenue Suite 200 Sacramento CA 95825	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sequoia Insurance Company — 22985 INSURER B : Sentinel Insurance Company Ltd — 11000 INSURER C : The Hanover Insurance Company — 22292 INSURER D : ACE American Insurance Company — 22667 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 76383178 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:	✓		57SBABF7194	9/17/2023	9/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			57SBABF7194	9/17/2023	9/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			57SBABF7194	9/17/2023	9/17/2024	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		QWC1248741	12/31/2022	12/31/2023	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability/Tech E&O			LHFD770661	12/4/2022	12/4/2023	Each Claim: $2,000,000 claim/aggregate	
D	Cyber Liability			D9723369A	5/25/2023	5/25/2024	$2,000,000 Limit / $5,000 Deductible	
B	Employee Dishonesty			57SBABF7194	9/17/2023	9/17/2024	$10,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monterey County Workforce Development Board and the County of Monterey, and their officers, agents, and employees are additional insureds per the attached form SS 00 08 04/05. Insurance is primary and non-contributory per the attached blanket policy form SS 00 08 04/05.

CERTIFICATE HOLDER

Monterey County
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amber Greenberg

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MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

344 Salinas Street, Suite 101
Salinas, CA 93901

(831) 796-6434
(831) 796-3321 Facsimile

www.montereycountywdb.org

June 25, 2024

To Whom It May Concern:

This letter pertains only to the Agreement between Monterey County Workforce Development Board and the Pat Davis Design Group, Inc. for communications collateral development for the period from July 1, 2024 through June 30, 2025.

This letter changes the referenced Agreement only insofar as it relates to Monterey County's requirement for all contractor autos to be covered by an automobile liability policy which meets all other terms and conditions as described in the referenced Agreement.

Here, the Executive Director of the Monterey County Workforce Development Board is electing to waive the requirement for all auto liability insurance as stated in the Agreement, based on the statement of the Contractor that he/she will be using only hired and non-owned autos in the performance of this Agreement and therefore only hired and non-owned auto insurance is required.

In reliance thereon, the County will not require that Contractor's automobile insurance liability policy shall cover all autos. In the event that autos other than hired and non-owned autos are used in the performance of this Agreement, the insurance requirements in the Agreement will apply.

The signatures below constitute the agreement of Contractor to use only hired and non-owned autos in the performance of the referenced Agreement.

Contractor:

gDimotakis

George Dimotakis, President
Pat Davis Design Group, Inc.

SEPTEMBER 3, 2024
Date

Ronald M Deforest

Ron Deforest, Project Manager
Pat Davis Design Group, Inc.

September 3, 2024
Date

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POLICY NUMBER: 57 SBA BF7194

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF SANTEE
10601 MAGNOLIA AVENUE
SANTEE, CA 92071

MONTEREY WORKFORCE DEVELOPMENT BOARD AND COUNTY OF MONTEREY
344 SALINAS STREET,
APT/SUITE 101,
SALINAS, CA 93901
RE: LOC 03 BLDG 001

Docusign Envelope ID: A409B218-89DF-4E49-AE4A-6DC1E4E9F3F1

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. **MEDICAL EXPENSES**

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. **COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

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b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

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(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

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b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

RENEWAL AND AMENDMENT NO. 3 TO AGREEMENT BETWEEN MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD AND PAT DAVIS DESIGN GROUP FOR COMMUNICATION MATERIALS DEVELOPMENT

This Renewal and Amendment No. 3 is made to the Professional Services Agreement for the provision of outreach and other communications-related materials compliant with the requirements of the Workforce Innovation and Opportunity Act (WIOA), by and between Pat Davis Design Group, Inc., hereinafter "Contractor," and the Monterey County Workforce Development Board, hereinafter "MCWDB," both of which are collectively referred to as "the parties."

WHEREAS, effective July 1, 2022, the MCWDB and Contractor entered into an Agreement in the amount of $44,975 to provide WIOA-compliant outreach and communications materials ("the Agreement"); and

WHEREAS, effective July 1, 2023, the MCWDB and Contractor entered into Amendment No. 1 to increase the total amount of the Agreement by $35,000, for a total aggregate amount not to exceed $79,975, and extend the term for an additional year, for the total aggregate term of July 1, 2022 through June 30, 2024; and

WHEREAS, effective July 1, 2024, the MCWDB and Contractor entered into Renewal and Amendment No. 2 to increase the total amount of the Agreement by $87,973, for a total aggregate amount not to exceed $167,948; and extend the term for an additional year, for the total aggregate term of July 1, 2022 through June 30, 2025; and

WHEREAS, on July 1, 2025, the Agreement between the MCWDB and Contractor expired; and

WHEREAS, the MCWDB and Contractor wish to renew and amend the Agreement, pursuant to this Renewal and Amendment No. 3, to increase the total amount of the Agreement by $45,000, for a total aggregate amount not to exceed $212,948; and extend the term of the Agreement for one (1) additional year, for the total aggregate term of July 1, 2022 through June 30, 2026;

NOW THEREFORE, the MCWDB and Contractor hereby agree:

A. That the Agreement between the MCWDB and Contractor for outreach and communications materials development, effective July 1, 2022, is hereby renewed retroactive to July 1, 2025, and all of its prior terms and conditions shall be deemed to have been in effect continuously since that time, except as amended below.

B. That the Agreement shall be amended, pursuant to this Renewal and Amendment No. 3, in the following manner:

1. Section IV (A) shall be amended by removing the language, "This Agreement shall be effective retroactive to July 1, 2022 and remain in full force and effective through June 30, 2025," and replacing it with **"This Agreement shall be effective July 1, 2022 and remain in full force and effective through June 30, 2026."**

2. Section IV (C) (1) shall be amended by removing the language, "Funding available for the project term of July 1, 2022 to June 30, 2025 is $87,973," and replacing it with **"Funding available for the project term of July 1, 2022 to June 30, 2026 is $212,948."**

3. Exhibit B-2, "Amended Budget Summary," shall be amended by replacing it with Exhibit B-3, "Amended Budget Summary, WIOA Communications Collateral Development, July 1, 2022 through June 30, 2026," attached to this Renewal and Amendment No. 3.

4. Exhibit C-1, “Amended General Conditions, Assurances and Certifications,” shall be amended by replacing it with Exhibit C-2, “Amended General Conditions, Assurances and Certifications, Workforce Innovation and Opportunity Act (WIOA),” attached to this Renewal and Amendment No. 3.

Any individual executing this Renewal and Amendment No. 3 on behalf of the MCWDB or Contractor represents and warrants that he or she has the requisite authority to enter into this Renewal and Amendment No. 3 on behalf of such party and bind the party to the terms and conditions of Renewal and Amendment No. 3.

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

A copy of this Renewal and Amendment No. 3, including attachments, shall be attached to the original Agreement dated July 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 3 on the day and year written below.

MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

Chris Donnelly, Executive Director

Dated _____

PAT DAVIS DESIGN GROUP, INC.

GDimotakis

George Dimotakis, President

Dated JULY 14, 2025

Ronald M Deforest

Ronald Deforest, Project Manager

Dated JULY 14, 2025

Approved as to Form:

Deputy County Counsel

Dated _____

EXHIBIT B-3

AMENDED BUDGET SUMMARY
Communications Collateral Development
July 1, 2022 through June 30, 2026

The budget below pertains to the period from July 1, 2025 through June 30, 2026.

Task	**Description**	**Cost Per Hour**	**Estimated Hours**	**Total Cost**
1	Assessment of Current Collateral and Communications Materials	$ 95	24	$2,280
2	Graphic Design for Communications Templates (Digital Media, Print, etc.)	$ 95	200	$19,000
3	Monthly and Annual Reports	$ 95	84	$7,980
4	Project Management	$ 95	120	$11,400
5	Misc. (Stock Photos, Fonts, etc.)	Variable		$4,340
	TOTAL			**$45,000**

EXHIBIT C-2

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by Pat Davis Design Group, hereinafter referred to as "Contractor."

1. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.

b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.

c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].

d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].

e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288), including the requirement to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL.

f. Contractor will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

a. **Corporate Registration:** Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.

b. **Contracting with Corporations with Felony Criminal Convictions Prohibited:** The Monterey County Workforce Development Board (MCWDB) and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

c. **Contracting with Corporations with Unpaid Tax Liabilities Prohibited:** The MCWDB and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax

liability.

d. **Expatriate Corporations**: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.

e. **Americans Disabilities Act (ADA):** Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)

f. **False Claims Act:** Contractor, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Contractor shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

g. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Contractor: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.

h. **Sectarian Activities:** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

i. **Domestic Partners:** For contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that it is in compliance with Public Contract Code § 10295.3.

j. **National Labor Relations Board:** Contractor (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC10296).

k. **Prior Findings:** Contractor, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

l. **Excluded Parties List**: The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.

m. **Drug-Free Workplace Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with

the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The person's or organization's policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

(3) Every Contractor employee who works on this Agreement will:
   a. Receive a copy of the Contractor's drug-free policy statement; and
   b. Agree to abide by the terms of the Contractor's drug-free policy statement as a condition of employment on the Agreement.

(4) The Contractor must notify the MCWDB if an employee of the Contractor is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

(5) Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements if it is determined that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

n. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Contractor recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all Contractor's employees and is providing the names of all new Contractor's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

o. **Debarment and Suspension Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the Contractor, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall Contractor have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.

(4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where Contractor is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

p. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.

q. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:

(1) No Federal appropriated funds have been paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) Contractor shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over $100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by United States Code, section 1352, Title 31. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

r. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.

s. **Sweatfree Code of Conduct:** All Contractors that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or

supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements of the Sweatfree Code of Conduct.

t. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

u. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

(1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.

a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:

i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;

ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

b. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all Agreements that Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States

has the right to seek judicial enforcement of this assurance.

c. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).

(2) Contractor will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.

(3) Contractor will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)

(4) Contractor will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).

(5) Contractor agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statues, regulations and policy.

(6) Contractor will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.

(7) Contractor will comply with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL.”

(8) Contractor shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

v. **Indemnification:**

(1) The following provision applies only if Contractor is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

(2) The following provision applies only if the Contractor is a non-governmental entity: The Contractor agrees to the extent permitted by law, to indemnify, defend and hold harmless the MCWDB, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other 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 and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Contractor in the performance of this Agreement.

w. **Salary and Bonus Limitations:** Pursuant to P.L. 118-47, Division D, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of- living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including DOL programs. See TEGL 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that Contractor has read the above special condition and is in compliance.

x. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.

y. **Clean Air Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

z. **Air or Water Pollution Violation:** Under State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

3. STANDARDS OF CONDUCT

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the Agreement and avoiding any conflict of interest in its administration.

a. General Assurance: Every reasonable course of action will be taken by Contractor in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.

b. **Conflict of Interest:** An executive or employee of Contractor, an elected official in the area or a member of the MCWDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))

c. **Buy-American:** Contractor agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner-Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305). For the purposes of this award, the Contractor is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.

d. **Nepotism:** Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.

e. **Procurement:** As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award. Contractor must additionally comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2019-02 – Procurement Standards and policy attachments; https://www.montereycountywdb.org/policy-procedures/).

f. **Flood Insurance**: The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq*., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is

purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support.

g. **Architectural Barriers**: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

h. **Promoting Equitable Delivery of Government Benefits and Equal Opportunity**: The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, Contractors must execute the terms and conditions of their funding award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Contractors should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the funding award. Contractors are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their agreements in such a way to achieve equity.

i. **Publicity:** Pursuant to P.L. 118-47, Division D, Title V, Section 503, the Contractor is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

j. **Telecommunications Prohibition:** Contractors must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020). Contractors are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, any use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited, including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance

equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

k. Waste, Fraud, and Abuse: No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

l. Whisteblower Protection: All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold (currently $250,000).

m. Historically Black Colleges and Universities, Other Minority Institutions: Pursuant to Executive Order (EO) 12928, the Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

n. Improving Access to Services for Persons with Limited English Proficiency: As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

o. Harassment Prohibited: The Contractor is prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

(1) Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:

(2) Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or

(3) Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment

from, or employment in the administration of or in connection with, any WIOA Title I financially assisted program or activity; or

(4) Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.

(5) Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

p. Health Benefits Coverage for Contraceptives: Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plan's Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

q. Health Benefits Coverage for Abortions Restricted: Pursuant to P.L. 118-47, Division D, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit a contractor from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

r. Fair Labor Standards Act Amendment for Major Disasters: Pursuant to P.L. 118-47, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

"(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
(A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
(B) who receives from such employer on average weekly compensation of not less than $591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
(i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
(ii) inspecting property damage or reviewing factual information to prepare

damage estimates;

(iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;

(iv) negotiating settlements; or

(v) making recommendations regarding litigation.

(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

s. Lobbying/Advocacy Restricted: Pursuant to P.L. 117-328, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

t. Blocking Pornography Required: Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

u. Privacy Act: No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

v. Procuring Goods Obtained through Child Labor Prohibited: Pursuant to P.L. 118-47, Division D, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB's List of Products Produced by Forced or Indentured Child Labor webpage.

w. Promotion of Drug Legalization Restricted: Pursuant to P.L. 118-47, Division D, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

x. Purchase of Sterile Needles or Syringes Restricted: Pursuant to P.L. 118-47, Division D, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

y. Text Messaging While Driving: Contractors are strongly encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or when performing any work for or on behalf of the Monterey County Workforce Development Board (MCWDB).

z. Restrictions Against the Creation or Research of Embryos: Pursuant to P.L. 118-47, Division D, Title V, Section 508, no Federal funds shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

aa. Trafficking in Persons Prohibited:

(1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.I of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. I of this grant award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as

implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II. DOL/ETA right to terminate unilaterally that is described in paragraph a. II or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a. I of this award term in any subaward the award recipient makes to a private entity.

4. COORDINATION

a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, Contractor will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America's Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

b. Contractor shall not accept referrals for participant positions funded under this Agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of Contractor and shall not be charged to either this AGREEMENT or the participant under this Agreement.

5. SUBCONTRACTING

a. Contractor will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.

b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Contractor will be evidenced by a written Agreement specifying the terms and conditions of such performance.

c. Contractor will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

d. The system for awarding contracts will contain safeguards to insure Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. CONSULTANTS

Fees paid to a consultant who provides services under a program, shall be limited to $815 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

7. RESOLUTION

A county, city, district or other local public body must provide the MCWDB and the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an AGREEMENT, authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. FUNDING

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.

b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.

c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB and shall no longer be available to Contractor.

d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing Contractor is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of Contractor to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. FISCAL ACCOUNTABILITY

a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by

administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.

c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from Contractor to justify reimbursement payments made under this AGREEMENT.

d. All expenditures must be reported on an accrual basis of accounting.

e. No cost shall be allowed under this AGREEMENT which is not specifically identified in Contractor's approved budget. Contractor shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by Contractor that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.

f. Contractor shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by Contractor from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. Contractor shall not use WOIA funds as security or payment for obligations or as loans for activities of other funded programs.

g. Contractor's personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of Contractor shall be compensated using WOIA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.

h. The MCWDB shall not pay, and Contractor shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by Contractor's employees during the term of this AGREEMENT.

i. In accordance with the requirements at 2 CFR 200.400(g), Contractor may not earn or keep any profit resulting from WOIA funds paid under this AGREEMENT, or other federal financial assistance.

j. Any excess of revenue over costs incurred for services provided by Contractor must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by Contractor to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Contractor ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.

k. Contractor shall make available to the MCWDB, upon request, a complete and detailed record or

cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: Policies and Procedures | County of Monterey, CA.

10. PAYMENT OF AUTHORIZED EXPENDITURES

a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.

b. Contractor shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Contractor over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Contractor.

11. REQUIRED FUNDING INFORMATION IN PUBLIC COMMUNICATIONS

Pursuant to Public Law 118-47, Division D, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

a. The percentage of the total costs of the program or project which will be financed with Federal money;
b. The dollar amount of Federal funds for the project or program; and
c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

12. PERFORMANCE ACCOUNTABILITY

a. Contractor, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and Contractor shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.

b. It is the responsibility of Contractor to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of

any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:

(1) Specific Actions to be taken
(2) The objective of each action
(3) Completion dates
(4) Person(s) responsible
(5) Result(s) to be accomplished

c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Contractor to achieve the specified results.

d. Failure of Contractor to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

13. MAINTENANCE OF EFFORT

Contractor shall comply with the following maintenance of effort requirements:

a. Contractor warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Contractor without assistance under WIOA.

b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

c. Contractor will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.

d. Contractor will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

14. AMENDMENTS

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

a. There is a decrease in Federal or State funding levels.

b. Funds awarded to Contractor have not been expended in accordance with the budget included in the approved Contractor's plan. This will occur if, after consultation with Contractor, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.

c. There is a change in State and Federal law or regulation requiring a change in the provisions of

this AGREEMENT.

Except as provided above, the AGREEMENT may be amended only in writing by the mutual AGREEMENT of both parties.

15. REPORTING

a. Contractor will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to Contractor by the MCWDB.

b. Contractor shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. Contractor shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the MCWDB. These reports are due to the MCWDB, as requested in writing. Contractor also shall submit on a timely basis all required AGREEMENT supplemental documents.

16. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Contractor is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Contractor with ninety (90) days advance notice of termination of this Agreement for convenience.

b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.

    (1) In the event of breach of this Agreement by Contractor or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.

    (2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the MCWDB will be addressed to:

Executive Director
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas, CA 93901

Notices to Contractor will be addressed to:

George Dimotakis, President
Pat Davis Design Group, Inc.
333 University Ave., Suite 200
Sacramento, CA 95825

17. RECORDS MAINTENANCE & RETENTION

a. If participants are served under this AGREEMENT, Contractor will use CalJOBS https://www.caljobs.ca.gov, online case management systems as prescribed by the County of Monterey.

b. Contractor will retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment of this AGREEMENT. If, at the end of three (3) years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)

c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the AGREEMENT. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Contractor's organization and its staff.

d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, Contractors should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

18. AUDITS

a. If Contractor expends $1,000,000 or more in a year in federal funds, CONTRACTOR shall submit an audit report that conforms to the requirements of 2 CFR part 200.501, subpart F (Single Audit.) OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Funds may be set aside in Contractor's budget in an amount equal to

MCWDB'S fair share of the Contractor's cost of an A-133 independent audit, if required.

b. The audit report shall ascertain and determine that no services provided by the Contractor under this AGREEMENT are duplicative of services provided to another agency from which Contractor receives funding and are not being reimbursed from funding received from another agency.

c. Contractor shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of the Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Contractor.

d. The audit report must be completed and sent to the MCWDB within six months of the end of each Fiscal Year covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, the Contractor shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.

e. Should Contractor not enter into an agreement with an outside auditor or should an audit not be performed on a timely basis, the MCWDB, at its discretion, may enter into an agreement with an independent auditor to perform the audit at Contractor's expense.

f. The Contractor shall submit to the MCWDB copies of management letters the auditor prepares for the Contractor as part of the audit engagement.

g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. Contractor must have auditor's proof of current licensing on file in Contractor's office. Contractor must submit a copy of the auditor's certification to practice in California to the MCWDB.

h. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Contractor must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.

i. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

19. DISALLOWED COSTS

a. Except to the extent that the State determines it will assume liability, Contractor will be liable for and will repay the MCWDB, any sums expended under this AGREEMENT found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the MCWDB.

b. Contractor shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.

c. If Contractor fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole

discretion, terminate any and all AGREEMENTs with Contractor effective immediately thereon.

20. CONFLICTS

a. Contractor will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.

b. In the event of a dispute between the MCWDB and Contractor over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursing any remedy for relief otherwise available.

21. PROPERTY

a. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

(1) Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.
(2) If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.
(3) The following language must be on all workforce products developed in whole or in part with grant funds:

"*This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)'s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it*."

(4) Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

(5) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any

implementing regulations issued by the awarding agency.

b. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB and/or purchased by Contractor with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.

c. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of $1,000 at the time of purchase, and is expected to have a useful life of one year or more.

d. Contractor shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of $1,000 or more, and use expectancy in excess of one year.

e. Property records for non-expendable property shall be accurately maintained by Contractor and shall reflect the following:

   (1) a description of the property;
   (2) acquisition date and costs;
   (3) supplier; and
   (4) percentage of the cost of the property purchased with funds from this AGREEMENT.

f. Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, Contractor shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Contractor shall report it to the law enforcement authorities with that jurisdiction and Contractor shall provide a copy of the law enforcement report to the MCWDB.

22. CONFIDENTIALITY REQUIREMENTS

The MCWDB and Contractor will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The MCWDB and Contractor agree that:

a. Each party must recognize and safeguard personally identifiable information (PII) and information

designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information, except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a "need-to-know" basis.

c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

d. Contractor agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.

   (1) Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.

   (2) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

   (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

f. Contractor shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Contractor must provide notification to individuals pursuant to Civil Code Section 1798.82.

g. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and

various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.

j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

l. If the MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Contractor agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service Contractors, or employees.

m. Contractor may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. Contractor shall ensure that it and all subcontractors comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by Contractor and its subcontractors:

   (1) All client information submitted over the Internet to Contractor and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within Contractor and/or subcontractor(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a Contractor and/or subcontractor(s) obtain confidential information, the AGREEMENT between Contractor and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. Contractor and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.

(2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using Contractor and/or subcontractor(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in Contractor and subcontractor(s) AGREEMENT scope of services.

(3) Contractor must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Contractor and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if Contractor's and/or subcontractor's resume-distribution services, or any other services are offered to the client.

(4) Contractor and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services Contractor and/or subcontractor(s) offers. Contractor and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to Contractor and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

(5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Contractor and/or subcontractor(s). Contractor shall be responsible to communicate such changes to its subcontractor(s) in the local area.

n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

23. EQUAL PARTICIPATION OF FAITH-BASED ORGANIZATIONS AND WRITTEN NOTICE OF BENEFICIARY PROTECTIONS

On March 4, 2024, the United States Department of Labor, along with eight other agencies, issued the final rule on Partnerships with Faith-Based and Neighborhood Organizations. The rule is available at 29 CFR 2.30 through 2.41.

(a) Under this final rule, a faith-based organization that participates in this award program retains its independence from Federal, State, and local Governments and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

(b) A faith-based organization may not use direct Federal financial assistance, whether received through an award or subaward, to support or engage in any explicitly religious activities. An organization receiving Federal financial assistance also must not, in providing services funded by DOL, or in conducting outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

(c) *Notice to beneficiaries of programs supported by direct Federal financial assistance.* Any organization providing services to beneficiaries under programs supported by direct Federal financial assistance from DOL, and any entity responsible for disbursing Federal funds as part of a program of indirect Federal financial assistance administered by DOL, must give the written notice shown below to beneficiaries and prospective beneficiaries:

Name of Organization:

Name of Program:

Type of Federal Financial Assistance: **DIRECT**. See 29 CFR 2.31 for definitions.

Contact Information for Program Staff: (provide name, phone number, and email address, if appropriate)

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

(1) We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(2) We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that are offered by our organization, and any participation by you in such activities must be purely voluntary;

(3) We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance;

(4) You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the U.S. Department of Labor's Civil Rights Center, 200 Constitution Avenue NW, Room N- 4123, Washington, DC 20210, or by email to *CRCExternalComplaints@dol.gov*; and

(5) If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in your area, please call toll- free 1-877-US2-JOBS (1-877-872-5627) or TTY 1-877-889-5627.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide such notice before we provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.

Introduced: 7/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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).

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

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).

SUMMARY/DISCUSSION:
The Gonzales Unified School District (GUSD) has two areas for issuance and repayment of bond indebtedness: a districtwide area and a School Facilities Improvement District (SFID) area within the larger districtwide area. An administrative error in the bond repayment tax rate calculation caused the GUSD bond tax rate to not be levied in the districtwide area, and the SFID area was over-levied from Fiscal Year 2021-2022 through 2024-25. It has been estimated that approximately 2,100 parcels in the SFID were overcharged and approximately 850 parcels in the greater GUSD were undercharged.

A corrective action plan of issuing bills to undercharged parcels and refunds to overcharged parcels has been developed to rectify this error.

A cash flow advance of $1,087,814.23 from the County General Fund Contingencies to GUSD SFID Debt Service Fund is requested to secure funds to facilitate refund issuance to over levied parcels while tax recovery from under levied parcels is pending.

Refund checks for the full amount of overpaid taxes, including interest, for the three fiscal years 2021-22, 2022-23, 2023-24, will be mailed by the Auditor-Controller's Office (ACO) to affected taxpayers in the SFID area by September 1, 2025. The details of the estimated refunds are provided in the attached Appendix A.

Taxes from under levied parcels are expected to be recovered through corrected property tax bills, with payments due on December 10, 2025, and April 10, 2026. Repayment to the County General Fund, covering the amount advanced from Contingencies, will be processed through ACO's Property Tax Apportionment based on actual collections received at the end of December 2025 and May 2026.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has advised to use the cash advance option for execution of refunds issuance.

FINANCING:
The recommended cash flow advance from the County General Fund Contingencies will be reimbursed via the property tax apportionment process, as tax recovery occurs from the rebilling of under levied parcels. To the extent that repayments are collected in FY 2025-26, those funds may be utilized to replenish the contingencies appropriation through a future board modification.

Full repayment of the cash advance is estimated to occur within five years considering some taxpayers may opt for a four-year payment plan option with the first payment due April 10, 2026, and concluding April 10, 2030.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The general fund cash flow advance aligns with the Board of Supervisors' Strategic Initiatives for Administration. The advance will facilitate the refunding of overpayment for the GUSD SFID area.

Mark a check to the related Board of Supervisors Strategic Initiatives
__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Jennifer Forsyth, Auditor-Controller Analyst II, 755-5286
Approved by: Enedina Garcia, Assistant Auditor-Controller, 755-5084

Attachments:
Board Report

Appendix A - Summary of Refund for Impacted Parcels

Docusign Envelope ID: 610B0AFF-5958-41D8-8AF3-705C8D861A8F

Introduced: 7/24/2025 **Current Status:** Agenda Ready

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

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c. Authorize the Auditor-Controller to execute a transfer of $1,087,814.23 from General Fund 001, Appropriation Unit AUD001, to Gonzales Unified SFID No. 1, Fund 810 (4/5th Vote Required).

RECOMMENDATION:

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

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 $1,087,814.23, financed by a decrease in appropriations in General Fund Contingencies (001-1050-CAO020-8034) (4/5th Vote Required).

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The Office of County Counsel has advised to use the cash advance option for execution of refunds issuance.

FINANCING:
The recommended cash flow advance from the County General Fund Contingencies will be reimbursed via the property tax apportionment process, as tax recovery occurs from the rebilling of under levied parcels. To the extent that repayments are collected in FY 2025-26, those funds may be utilized to replenish the contingencies appropriation through a future board modification.

Full repayment of the cash advance is estimated to occur within five years considering some taxpayers may opt for a four-year payment plan option with the first payment due April 10, 2026, and concluding April 10, 2030.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The general fund cash flow advance aligns with the Board of Supervisors' Strategic Initiatives for Administration. The advance will facilitate the refunding of overpayment for the GUSD SFID area.

Mark a check to the related Board of Supervisors Strategic Initiatives
__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
7/28/2025 | 2:44 PM PDT

Prepared by: Jennifer Forsyth, Auditor-Controller Analyst II, 755-5286
Approved by: Enedina Garcia, Assistant Auditor-Controller, 755-5084

Signed by:
29A96005320B487...
7/28/2025 | 2:45 PM PDT

Docusign Envelope ID: 610B0AFF-5958-41D8-8AF3-705C8D861A8F

Attachments:
Board Report
Appendix A - Summary of Refund for Impacted Parcels

Appendix A
Summary of Refunds for Impacted Parcels

Impact to SFID Area:

Fiscal Year	Parcels Impacted	Estimated Tax Refund	Estimated Interest Through August 25, 2025	Estimated Total Refund
2021-22	1,999	($459,460.66)	($49,104.18)	($507,277.66)
2022-23	1,740	($224,830.40)	($18,430.18)	($242,740.77)
2023-24	1,956	($322,352.85)	($15,657.02)	($337,795.80)
Total		($1,006,643.91)	($83,191.38)	($1,087,814.23)

Introduced: 7/2/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

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.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
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.

SUMMARY:
Inclusionary Housing Program homeowner, Joseph J. Quercio III, purchased this inclusionary unit in 1998 with his first wife, and executed a 30-year Inclusionary Housing Agreement ("Agreement") with the County. He divorced his wife, and then remarried to Staci Lee Ann Quercio. They indicated in their 2024 monitoring response that they had transferred their inclusionary unit into a Trust without the County's approval. Our office informed the owners that their transfer was unauthorized by the County.

Now, these inclusionary unit homeowners are requesting approval to transfer title of their Inclusionary Housing Unit into a revocable living trust as part of their estate planning. They own the inclusionary unit in the Oak Tree Views Subdivision, and their unit is designated as a moderate-income unit. Under the terms of the recorded Owners' Agreement with the County, transfers of title between owner-spouses and to eligible purchasers (i.e., new income qualified owner-occupants) are the only permitted transfers of title. Per the terms of the Agreement, any other transfer of property title, including into a trust, is not allowed without Board of Supervisors ("Board") approval.

The current Inclusionary Housing Program does allow transfers of title by Owner into an inter vivos trust in which Owner is the beneficiary is allowed, provided, however, that Owner shall provide written notice of such transfer to the County. However, this provision of the Inclusionary Housing Agreement requires Board approval. The Board has previously approved requests by other inclusionary homeowners to transfer their inclusionary unit into a revocable living trust.

DISCUSSION:
Owners of inclusionary units who purchased their home after July 12, 2011, are allowed to transfer their homes into trusts under Section 3.E. TITLE CHANGES AND PROPERTY INHERITANCE of the Inclusionary Housing Program Administrative Manual previously amended and adopted by the Board. The amendment, however, did not provide for retroactive application of this provision for existing homeowners who had entered into an agreement prior to July 12, 2011. As previously stated, Joseph J. Quercio III and Staci Lee Ann Quercio purchased their inclusionary unit in 1998.

The proposed amendment to the Agreement enables the homeowners to transfer title of their property to a trust by expanding the Agreement's definition of "Permissible Transfer" to include conveyance to a revocable living trust for estate planning purposes. The amendment will allow the County to preserve its affordable housing program by requiring homeowners: (1) specifically acknowledge the continuing conditions of the Inclusionary Housing Program; (2) include specific language in the Deed transferring title into the trust; and (3) include specific language in the homeowners' trust documents. The proposed amendment will not affect the Inclusionary Housing Program's restrictions regarding the resale of home to income-and-asset qualified buyers and is consistent with the Inclusionary Housing Ordinance.

OTHER AGENCY INVOLVEMENT:
The County Counsel Office has reviewed this report and The First Amendment to Joseph J. Quercio III and Staci Lee Ann Quercio Revocable Trust Dated April 19, 2022 and the Corrective Grant Deed submitted by the homeowners with the required language. The County Counsel Office has approved the Amendment No. 2 to Inclusionary Housing Agreement as to form.

FINANCING:
There is no fiscal impact on the General Fund or on revenues. Staff time to prepare this report is included in the FY2025-26 Adopted Budget for Housing and Community Development Appropriation Unit HCD001, Unit 8542.

Prepared by: Rosa Camacho-Chavez, Housing Project Analyst II, x5389
Reviewed by: Darby Marshall, Housing Program Manager, x5391
Approved by: Craig W. Spencer, Director of Housing & Community Development, x5233

The following attachments are on file with the Clerk of the Board:
Attachment A - Quercio Inclusionary Housing Agreement
Attachment B - Amendment No. 2 Transfer to Trust PRE 2002 Quercio

Introduced: 7/2/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

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
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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.

SUMMARY:
Inclusionary Housing Program homeowner, Joseph J. Quercio III, purchased this inclusionary unit in 1998 with his first wife, and executed a 30-year Inclusionary Housing Agreement ("Agreement") with the County. He divorced his wife, and then remarried to Staci Lee Ann Quercio. They indicated in their 2024 monitoring response that they had transferred their inclusionary unit into a Trust without the County's approval. Our office informed the owners that their transfer was unauthorized by the County.

Now, these inclusionary unit homeowners are requesting approval to transfer title of their Inclusionary Housing Unit into a revocable living trust as part of their estate planning. They own the inclusionary unit in the Oak Tree Views Subdivision, and their unit is designated as a moderate-income unit. Under the terms of the recorded Owners' Agreement with the County, transfers of title between owner-spouses and to eligible purchasers (i.e., new income qualified owner-occupants) are the only permitted transfers of title. Per the terms of the Agreement, any other transfer of property title, including into a trust, is not allowed without Board of Supervisors ("Board") approval.

The current Inclusionary Housing Program does allow transfers of title by Owner into an inter vivos trust in which Owner is the beneficiary is allowed, provided, however, that Owner shall provide written notice of such transfer to the County. However, this provision of the Inclusionary Housing Agreement requires Board approval. The Board has previously approved requests by other inclusionary homeowners to transfer their inclusionary unit into a revocable living trust.

DISCUSSION:
Owners of inclusionary units who purchased their home after July 12, 2011, are allowed to transfer their homes into trusts under Section 3.E. TITLE CHANGES AND PROPERTY INHERITANCE of the Inclusionary Housing Program Administrative Manual previously amended and adopted by the Board. The amendment, however, did not provide for retroactive application of this provision for existing homeowners who had entered into an agreement prior to July 12, 2011. As previously stated, Joseph J. Quercio III and Staci Lee Ann Quercio purchased their inclusionary unit in 1998.

The proposed amendment to the Agreement enables the homeowners to transfer title of their property to a trust by expanding the Agreement's definition of "Permissible Transfer" to include conveyance to a revocable living trust for estate planning purposes. The amendment will allow the County to preserve its affordable housing program by requiring homeowners: (1) specifically acknowledge the continuing conditions of the Inclusionary Housing Program; (2) include specific language in the Deed transferring title into the trust; and (3) include specific language in the homeowners' trust documents. The proposed amendment will not affect the Inclusionary Housing Program's restrictions regarding the resale of home to income-and-asset qualified buyers and is consistent with the Inclusionary Housing Ordinance.

OTHER AGENCY INVOLVEMENT:
The County Counsel Office has reviewed this report and The First Amendment to Joseph J. Quercio III and Staci Lee Ann Quercio Revocable Trust Dated April 19, 2022 and the Corrective Grant Deed submitted by the homeowners with the required language. The County Counsel Office has approved the Amendment No. 2 to Inclusionary Housing Agreement as to form.

FINANCING:
There is no fiscal impact on the General Fund or on revenues. Staff time to prepare this report is included in the FY2025-26 Adopted Budget for Housing and Community Development Appropriation Unit HCD001, Unit 8542.

Prepared by: Rosa Camacho-Chavez, Housing Project Analyst II, x5389
Reviewed by: Darby Marshall, Housing Program Manager, x5391
Approved by: Craig W. Spencer, Director of Housing & Community Development, x5233

The following attachments are on file with the Clerk of the Board:
Attachment A - Quercio Inclusionary Housing Agreement
Attachment B - Amendment No. 2 Transfer to Trust PRE 2002 Quercio

Attachment A

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CTC 1706024Cw

Recording Requested By
and
When Recorded Return To:
County of Monterey
Department of Planning and Building Inspection
240 Church Street, Salinas CA 93901
Attn. Frank Brunings, Housing Coordinator

Bruce A. Reeves
Monterey County Recorder
Recorded at the request of
Chicago Title

CRBARBARA
1/05/1998
8:00:00

DOCUMENT: 9800204

0009800204

Titles: 1 / Pages: 15

Fees...	50.00
Taxes...	
Other...	
AMT PAID	50.00

INCLUSIONARY HOUSING AGREEMENT

(Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)

THIS INCLUSIONARY HOUSING AGREEMENT is entered into at Monterey County, California, as of 11-19, 1997, between **JOSEPH J. QUERCIO III AND SUSAN M. QUERCIO, HUSBAND AND WIFE** ("Owner"), and the COUNTY OF MONTEREY, a political subdivision of the State of California ("County"),

RECITALS:

A. Owner is the owner of the real property located in the County of Monterey, California, at **7100 OAK TREE PLACE, MONTEREY, CA 93940, (APN 259-121-001-000)**, within the Final Maps (as defined in the California Subdivision Map Act) for Tract No. 1270 which has been filed of record with the Office of the County Recorder of Monterey County, California known as **OAK TREE VIEWS SUBDIVISION** ("Development") as described in Exhibit "A" attached to this Agreement.

B. The development of the **OAK TREE VIEWS SUBDIVISION** has resulted in the construction and sale to the public of single-family dwellings.

C. County has designated the following lot within Development to be "Inclusionary Units" as defined in Subsection 18.40.030M of the COUNTY CODE:

Lot No.	Tract No.
1	1270

Each of the Lots which are Inclusionary Units are hereinafter referred to as a "Unit".

This instrument filed for record by CHICAGO TITLE, as an accommodation only. It has not been examined as to its executior effect upon the title.

D. In full satisfaction of the requirements of COUNTY CODE Chapter 18.40 with respect to Tract 1270, Owner has agreed to sell the Units at a price effectively restricted by County to make the Units "affordable" in accordance with the provisions of Chapter 18.40 of the COUNTY CODE.

E. In return for and in consideration of the opportunity for Owner to sell the Unit and purchasers to purchase the Unit at "affordable prices" and in consideration of and for other good and valuable consideration, Owner, on behalf of himself and with the express intent to bind all those defined as "Owner" in Paragraph 2(e) below, hereby grant to County the option to purchase the Units ("Option") on the following terms and conditions.

1. **Good Faith Effort To Sell The Units.** Owner shall make a good faith effort to sell the Units to purchasers who meet the eligibility requirements of Chapter 18.40 of the Monterey County Code. Good faith effort shall constitute the following:

   (a) Sell the units to persons having an annual income no greater than 120% of the median income for Monterey County as defined by the U.S. Department of Housing and Urban Development (H.U.D.) as adjusted for family size.

   (b) Inform the Housing Authority and the Department of Planning and Building Inspection of intent to sell inclusionary units by mailing a "Notice of Intent to Sell Inclusionary Units."

   (c) To perform any preliminary verification of households selected to purchase inclusionary units from owner. Preliminary verification includes review of prequalification statement from a lender and income tax statements to determine the household's income eligibility with county median income guidelines.

   (d) To pay the Housing Authority for the services rendered in verifying and certifying eligible households. The fee for such services shall not exceed $300 for each household submitted for verification.

   (e) To deliver a copy of this Agreement to any household certified as an eligible household by the Housing Authority.

   (f) Request, if necessary, a sixty (60) day extension of the marketing period and a sixty (60) day extension of the escrow period pursuant to Paragraph E.3.(a)(ii) of this Agreement.

(g) Notwithstanding the foregoing, if Owner requests a Hardship Waiver in writing from the obligation to seek to sell the Property as described hereinabove, and the County grants said Hardship Waiver, the sixty (60) day period set forth in 3. (a.) (i.) below shall commence upon the County's receipt of the Owner's request for Hardship Waiver. A Hardship Waiver shall include job loss, death in Borrower's immediate family, divorce or other event or circumstance which the County reasonably believes warrants a Hardship Waiver.

2. **Exercise and Administration of Option.**

(a) County may administer and/or exercise the Option itself.

(b) County may from time to time designate another entity, person or organization to administer and/or exercise the Option ("Designee").

(c) County or its Designee may assign the Option to an individual private buyer who meets the eligibility requirements of, and is approved by, County.

(d) After the exercise of the Option by County, its Designee or any assignee of County or its Designee in the manner prescribed in this Agreement, County or its Designee may assign or reassign the right to purchase the Unit to any substitute individual private buyer who meets the eligibility requirements of, and is approved by County; provided, however, that any such subsequent assignment shall not extend any time limits contained in this Agreement.

(e) The Option contained in this Agreement shall not apply to the first purchaser owner nor to any subsequent sale to a purchaser owner who meets the eligibility requirements for a low or moderate income buyer under Chapter 18.40 of the Monterey County Code or to the transfer of a Unit by the Owner if the transfer is a permitted transfer described in Paragraph 11 of this Agreement or to the sale of a unit which is subject to a permitted encumbrance as described in Paragraph 12 of this Agreement, pursuant to a foreclosure sale or deed in lieu, or any subsequent transfer of title to the unit following such foreclosure or deed in lieu transfer.

3. **Method of Exercising Option.**

(a) Notice to Sell and Notice of Acceptance.

i) Except for permitted transfers of a Unit as set forth in Paragraph 11 below and sale of a unit which is subject to a permitted encumbrance as described in Paragraph 12 of this Agreement, pursuant to a foreclosure sale or deed in lieu, or any subsequent transfer of title to the unit following such foreclosure or deed in lieu transfer, if Owner wishes to sell or otherwise dispose of a Unit, Owner shall notify County in writing ("Notice to Sell"). The Notice to Sell shall state the street address of the Unit and Owner's full name(s), and shall be personally delivered or deposited in the United States mail, postage prepaid, first class, certified return receipt requested, addressed to Housing Coordinator, County of Monterey, Post Office Box 1208, Salinas, California 93902 and to the County Housing Authority of the County of Monterey addressed to:123 Rico Street, Salinas, CA 93907. County, its Designee or any assignee of County or its Designee shall then have the right to exercise the Option by delivery of written notice ("Notice of Acceptance") by personal delivery or upon deposit into the United States mail, postage prepaid, first class certified mail, to Owner at the address of the Unit at any time within sixty (60) days following the actual receipt by County of the Notice to Sell.

ii) Should Owner fail to sell the unit within sixty (60) days, or complete a transfer of title to purchasers who meet the eligibility requirements of the Inclusionary Housing Ordinance during the following sixty (60) day escrow period, Owner may request from County one additional sixty (60) day marketing period and sixty (60) day escrow period before County exercises its Option.

iii) County shall have sixty (60) days from the date it receives notice of the owner's failure to close escrow to exercise its option to purchase the Property at the Option Price. Upon such exercise, the County shall have sixty (60) days from the date of exercise of its option to consummate the Escrow Closing.

iv) In the event that County abandons, or fails to exercise, or elects not to exercise the Option within sixty (60) days after it actually receives the Notice to Sell or within an additional sixty (60) day marketing period requested by the owner, County shall cause to be recorded in the Office of the Recorder of County, a notice of intent not to exercise the option with respect to the Unit, and shall deliver a copy of the notice to Owner addressed to the street address of the Unit. The notice shall be recorded within fifteen (15) days following County's decision not to exercise its Option but not later than one hundred twenty (120) days from the Owner's original notice of intent to sell.

v) In the event that County abandons, or fails to exercise, or elects not to exercise the Option within sixty (60) days after it actually receives the Notice to Sell or within an additional sixty (60) day marketing period requested by the owner, or in the event that upon the County's exercise of the Option, County fails to consummate Escrow Closing at the end of sixty (60) days from the date of exercise of the Option, Owner may then sell the Unit for a fair market price determined by an appraisal approved by County. In the event an escrow is opened related to the sale of the Unit at fair market price, Owner shall be entitled to be paid that amount up to but not to exceed the net amount that Owner would have received under the formula in Paragraphs 6 and 7 upon the close of escrow plus any transaction costs related to the sale. County will submit to the Escrow Agent a demand for payment for the balance of surplus, if any, in an amount which equals the appraised value minus the amount that owner would have received under the formula in Paragraphs 6 and 7. Upon close of escrow related to the sale of the Unit at fair market price, title to the Unit shall be taken free and clear of the covenants, restrictions and terms of this Agreement and the Option granted to County. County shall deliver a full release of this Agreement to escrow for recordation. The fair market price purchaser of the Unit and any subsequent transferee may thereafter sell the Unit without regard to this Agreement or the Option granted to County.

(b) **Notice of Default Under Deed of Trust**. Owner covenants to cause to be filed for record in the Office of the Recorder of County, a request for a copy of any notice of default and of any notice of sale under any deed of trust encumbering the Unit. The request shall specify that any such notice shall be mailed to the Housing Coordinator, County of Monterey, Post Office Box 1208, Salinas, California 93902 and to the County Housing Authority of the County of Monterey addressed to 123 Rico St. ,Salinas, CA 93907. County shall have the right but not the obligation to cure any default under any deed of trust encumbering a Unit. In the event Owner encumbers a Unit with a non-purchase money deed of trust or mortgage, an act which is in violation of this Agreement, any notice of sale under the non-purchase money deed of trust or mortgage given pursuant to CIVIL CODE SUBSECTION 2924(f) may, at the election of County, constitute a Notice to Sell pursuant to Paragraph 3(a) and the option to purchase shall take priority over any trustee's sale or foreclosure of a non-purchase money deed of trust. In the event Owner fails to file such request for notice, County's option to purchase shall, at its election, run from the date County obtains actual knowledge of sale or proposed sale. County shall exercise its election as provided in the previous two sentences only after (i) County has reasonably determined that Owner either does not intend to or is not in a financial position to cure the default or defaults under the deed of trust; and (ii) depositing in the United States mail, first class certified, postage prepaid, written notice of its election, addressed to the owner at

the street address of the Unit and to the beneficiary under the deed of trust, if the deed of trust is in default. In the event County elects not to exercise its option upon default, any surplus to which Owner may be entitled shall be paid as follows: that portion of surplus, if any, up to but not to exceed the net amount that Grantee would have received under the formula in Paragraphs 6 and 7 had County exercised its option to purchase the Unit on the date of the foreclosure sale, shall be paid to Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid to County. Anything contained in this Agreement to the contrary notwithstanding, the provisions of this Agreement and the Option granted to County, shall be subordinate to any purchase money deed of trust encumbering a Unit, but County shall have the right to cure any default under a deed of trust encumbering a Unit.

(c) **Sale, Transfer or Conveyance of Interest in Unit Without Notice to Sell.** If Owner fails to provide County with a properly delivered Notice to Sell pursuant to Paragraph 3(a) and County learns of (i) a pending sale, transfer or conveyance of the Unit; or (ii) the actual transfer, sale or conveyance of the Unit, County shall have the right to exercise the Option pursuant to the terms of this Agreement AT ANY TIME THEREAFTER AT ITS ELECTION, however, any such option must be exercised by written notice delivered to the property owner no later than 60 days from the date the County learns of such pending or actual sale, conveyance, or transfer. Owner expressly understands and agrees that only a properly delivered Notice to Sell shall result in the period for exercise of the Option being limited to sixty (60) days pursuant to Paragraph 3(a)(i), or an additional sixty (60) days marketing period when requested by Owner.

4. Escrow.

(a) **Opening of Escrow.** If and in the event that County, its Designee or any assignee of County or its Designee exercises the Option, close of escrow for the purchase of the Unit shall be on or before forty-five (45) days following receipt by Owner of the Notice of Acceptance, or such later date as may be mutually agreed upon by Owner and County, County's Designee or assignee. The escrow shall be opened upon delivery to Owner of the Notice of Acceptance or as soon thereafter as possible, or at such later time as may be mutually agreed upon by Owner and County, County's Designee or assignee.

(b) **Payment From Escrow**. At the close of escrow for the sale of the Unit, Owner shall pay through escrow to County or its Designee a resale fee for administration of the resale program in an amount determined by County, which in no event may exceed four percent (4%) of the actual purchase price for the Unit, as computed pursuant to Paragraphs 6 and 7 below, and any prepayment fee charged by the holder of a trust deed encumbering the Unit.

5. Terms of Purchase.

(a) **Cash.** The purchase price shall be paid in cash at the close of escrow, or as otherwise provided by mutual agreement of Owner and County, County's Designee or assignee. Owner acknowledges and agrees that the percentage amount of any deposit required pending close of escrow shall not exceed that customarily required for the purchase of single-family residences in County at the time of the escrow opening. Closing costs shall be allocated between the buyer and seller according to the customary practices in Monterey County. If Inclusionary Owner sells the unit, he or she is required to certify eligibility of potential buyer and obtain certification of physical condition and correction of any deficiencies in property through the County or the County's designee and agree to pay the Monterey County Housing Authority for such services.

(b) **Assumption of Financing.** Owner agrees to cooperate with County, its Designee or assignee in permitting the purchaser of the Unit purchasing pursuant to the Option, to assume any deed of trust encumbering the Unit, if the purchaser so requests and otherwise is eligible to assume. In the event County purchases a Unit pursuant to the Option and if eligible to do so, takes subject to or assumes an existing deed of trust encumbering the Unit, County shall make the payments on the note secured by the deed of trust and waives any defense to payment based upon the doctrine of sovereign immunity.

(c) **Conditions to Close of Escrow**. The escrow instructions may provide for conditions or contingencies of the type and nature commonly included within residential purchase escrows (including, but not limited to, financing contingencies, inspection rights and preliminary title report approvals) to the obligation of the purchaser to purchase the Unit from the then Owner, provided that any such conditions or contingencies (other than the status of title to the Unit at the time of conveyance and other conditions which by their nature cannot be satisfied prior to closing) must be satisfied or waived on or before sixty (60) days following receipt by Owner of the Notice of Acceptance.

6. **Purchase Price**. The purchase price of the Unit **($168,000.00)** shall, prior to adjustment as provided in Paragraph 7 below, be the lower of:

(a) The purchase price as agreed upon between Owner and County, its Designee or assignee;

(b) The Owner's purchase price of the Unit, regardless of when purchased (hereinafter, "Base Price"), plus an amount, if any, equal to (A) the Base Price multiplied by (B) the percentage increase in the median household income published by the United States Department of Housing & Urban Development ("HUD") for the Monterey County Standard Metropolitan Statistical Area for a family of four (4), from that published for the date nearest the date of purchase of the Unit by Owner over that published nearest the date of receipt by Owner of the Notice of Acceptance. In the event that HUD no longer establishes median income levels at the time of the giving of the Notice to Sell, County may use any other recognized method of computing median income for computing the percentage increase.

In no event, however, shall the purchase price be below the Base Price or below the outstanding balance owing on the note(s) secured by a purchase money deed(s) of trust encumbering the Unit.

7. **Adjustment to Purchase Price**. The purchase price as determined under Paragraph 6 above shall then be adjusted as follows:

(a) If the Unit is sold, the purchase price shall be:

(i) Increased by the actual cost, evidenced by receipts, of any single capital improvement which has a value in excess of one percent (1%) of the Base Price to the Unit made since Owner's acquisition of the Unit which have a useful life of greater than five (5) years subsequent to the conveyance by Owner pursuant to the Option and which were made with all required building and other governmental approvals and with the approval of the relevant homeowners association if such approvals are required (provided, however, the one percent (1%) limitation shall not apply where the expenditure was made pursuant to a mandatory assessment levied by the homeowners association for the development of which the Unit is a part, whether levied for improvements or maintenance to the Unit, the common area or related purposes, or where the expenditure was made for replacement of appliances, fixtures or equipment which was originally acquired as part of the Unit by Owner but in no event shall the purchase price be increased in excess of five percent (5%) of the Base Price); and

(ii) Decreased by the amount necessary to repair any damages and to put the Unit into salable condition as reasonably determined by County, including, but not limited to, cleaning, painting, cleaning or replacing worn carpeting and draperies, and making needed structural, mechanical, electrical, plumbing and fixed appliances repairs. County shall provide Owner with a schedule describing "salable condition" upon purchase of the Unit by Owner and again upon receipt from Owner of the Notice to Sell. In the event Owner disputes the amount determined by County Housing Coordinator to be necessary to repair damage to put the Unit in salable condition, Owner shall have the right to obtain an independent estimate of the amount. County shall reconsider its determination taking into consideration the estimate obtained by Owner. However, the reconsidered determination by County shall be binding upon Owner.

(b) In the event that Owner sells the Unit after a default under a deed of trust, but prior to a trustee's sale or foreclosure sale, Owner shall pay all expenses actually incurred by the beneficiary under the deed of trust incurred due to Owner's default, including, but not limited to, trustee's fees, attorney's fees, costs of sale and debt service on the debt secured by the deed of trust.

8. **Limits on Liability**. Neither County nor its Designee shall become liable to Owner or become obligated in any manner to owner by reason of its assignment of the Option, nor shall County be in any way obligated or liable to owner for any failure of any designee to consummate a purchase of the Unit or to comply with the terms of any agreement or escrow for the sale of the Unit. Only the purchaser executing a purchase agreement or escrow instructions shall be liable to owner pursuant to the terms of any such agreement of escrow.

9. **Indemnification.** Nothing in this Agreement shall be construed by County, by Owner or by any Third Party to create the relationship of principal and agent, or of partnership, joint venture or association with one another. Owner agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all claims, demands, liability, costs, and expenses of whatever nature, including but not limited to, court costs, damages and counsel fees accruing or resulting to any and all contractors, subcontractors, material providers, laborers, and any other person, firm, or corporation furnishing or supplying work in connection with this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Owner in the performance of this Agreement.

10. **Transfers and Conveyances While Option is Operative.** Except as otherwise provided in Paragraph 11 below, until such time as the Option is exercised, waived or expires, the Unit and any interest in title thereto shall not be sold, leased, rented, assigned or otherwise transferred to any person or entity except with the express written consent of County or its Designee, which consent shall be granted only if consistent with County's goal of creating, preserving, maintaining and protecting low and moderate priced housing in Monterey County. Any such sale, lease, assignment or other transfer which has not been consented to by County shall result in County having the RIGHT AT ITS ELECTION TO EXERCISE AT ANY TIME THEREAFTER THE OPTION however, any such option must be exercised by written notice delivered to the property owner no later than 60 days from the date the County learns of such pending or actual sale, conveyance, or transfer PURSUANT TO PARAGRAPH 3(c) ABOVE.

11. **Permitted Transfers**. The Option contained in this Agreement shall not apply to:

(a) a transfer of title of a Unit by gift, devise or inheritance to Owner's spouse, to a surviving joint tenant, to a spouse as a party to a divorce or marital dissolution proceeding or to a spouse in conjunction with marriage; or

(b) a transfer of title of a Unit to a transferee if:

(i) the transferee occupies the Unit,

(ii) the transferee earns no more than One Hundred and Twenty percent (120 %) of the then current County median income as defined by HUD,

(iii) the transferee resides in County prior to the transfer,

(iv) the purchase price paid to Owner by the transferee is not more than the "purchase price" for the Unit as computed pursuant to the provisions of Paragraphs 6 and 7 above, and

(v) County certifies that the facts required by subclauses (i), (ii), (iii) and (iv) are correct and Owner pays to County the costs incurred by County to conduct an investigation to enable County to make the certification; or

(c) a transfer of title of a Unit authorized by resolution of the Board of Supervisors of County as being consistent with the goals and purposes of the provisions of Chapter 18.40 of the MONTEREY COUNTY CODE.

The covenants made by, restrictions imposed upon, and Option granted by this Agreement shall continue to encumber and run with the title to the Unit following a transfer permitted by this Paragraph 11. Owner shall notify County in writing at least fifteen (15) working days before a transfer of the Unit and the transferee must, in writing, assume the obligations and duties and agree to be bound by the restrictions of this Agreement.

12. **Permitted Encumbrances**. This Agreement and the Option granted to County shall not prohibit Owner from encumbering the Unit for the purpose of securing financing for purposes of purchasing the Unit or securing financing to refinance the original purchase price of the Unit, and shall not supersede or in any way reduce the security or affect the validity of any purchase money deed of trust or mortgage. If a Unit is acquired at a foreclosure sale under any purchase money deed of trust or mortgage encumbering the Unit, or by deed in lieu of foreclosure sale, title to the Unit shall be taken free and clear of the covenants, restrictions and terms of this Agreement and the Option granted to County and the purchase money trust deed holder and any subsequent transferee may sell the Unit without regard to this Agreement or the Option granted to County. Owner shall not encumber a Unit with a deed of trust which is not a purchase money deed of trust as defined by California law.

13. **Duration of Option**. The Option and the provisions set forth in this Agreement shall terminate and become void automatically as to the Unit thirty (30) years following the later to occur of (a) any sale of the Unit or any transfer of the Unit permitted pursuant to Paragraph 11(b) or 11(c), or (b) the date of recordation of this Agreement. Except as provided by the terms herein, the provisions set forth in this Agreement shall constitute covenants which shall run with the Unit, shall further and independently constitute an Option encumbering each Unit and shall be binding upon Owner, Owner's heirs, executors, administrators, successors, transferees and assignees, and all parties having or acquiring any right, title or interest in or to any part of a Unit. As long as the Option has not terminated as to a Unit, any attempt to transfer title to any interest in the Unit in violation of this Agreement shall be voidable at the election of County.

14. **Insurance Proceeds**. Notwithstanding the provisions of Paragraph 13, in the event that the Unit is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild the improvements on the Unit or, in the event of condemnation, if proceeds thereof are distributed to Owner, any surplus of proceeds so distributed remaining after payment of encumbrances of the Unit shall be distributed as follows: that portion of the surplus up to but not exceeding the net amount that Owner would have received under the formula set forth in Paragraphs 6 and 7 above had County exercised the Option on the date of the destruction or condemnation valuation date, shall be distributed to Owner, the balance of such surplus, if any, shall be distributed to County. County shall be named as an additional insured on the fire and casualty insurance policy issued to the Owner insuring loss to the Unit.

15. **Acceptance of Terms by Owner**. By acceptance of the Deed to which this Agreement is attached, Owner accepts and agrees to be bound by the covenants, restrictions and Option contained in this Agreement, and further acknowledges receipt of and agrees to be bound by the covenants, restrictions and Option contained in this Agreement, and further acknowledges receipt of and agrees to be bound by the provisions of this Agreement.

16. Miscellaneous Provisions.

(a) **Independent and Severable Provisions.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.

(b) **Further Assurances and Recordation**. The undersigned covenant that upon the request of County or its Designee, they will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement and other instruments required hereunder, including, but not limited to, (i) immediately executing and acknowledging a Memorandum and Reaffirmation of Grant of Option to Purchase to the County of Monterey; and (ii) upon the sale or other transfer of an interest in the Unit, the undersigned Owner causing the purchaser or transferee to execute and acknowledge an Agreement to Grant Deed in form acceptable to County which shall be attached to the Grant Deed by which the undersigned conveys title to the Unit.

(c) **Captions and Paragraph Headings**. Captions and paragraph headings used herein are for convenience only and shall not be used in construing this Agreement.

(d) **Waiver**. No waiver by County or its Designee of the right to exercise the Option or of any breach by Owner of any covenant, restriction or condition herein contained shall be effective unless such waiver is in writing signed by County or its Designee and delivered to the undersigned. The waiver by County or its Designee of any such breach or breaches, or the failure by County or its Designee to exercise any right to remedy with respect to any such breach or breaches, shall not constitute a waiver or relinquishment for the future of any such covenant or condition or bar any right or remedy of County or its Designee with respect to any such subsequent breach.

(e) **Amendment.** The parties agree that this instrument contains all of the provisions of the Agreement between the parties hereto. No alteration or variation of the terms of this Agreement shall be valid unless made in writing in the form of an amendment and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first set forth above.

OWNERS:

By _____
Joseph J. Quercio III

By _____
Susan M. Quercio

COUNTY OF MONTEREY:

By _____
William L. Phillips
Director of Planning and
Building Inspection

Approved as to form:
Douglas C. Holland
County Counsel

By: _____
Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On 11/19/97 before me, CAROLYN WYLIE, Notary Public, personally appeared JOSEPH J. QUERICIO III AND SUSAN M. QUERCIO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

VRS2 CAROLYN WYLIE COMM. #1019751 Notary Public-California Monterey County My Comm. Exp. March 9, 1998 VRS2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On Dec 23 1997 before me, Bertha Gonzalez, Notary Public, personally appeared Dale Ellis, Zoning Administrator, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

PWR1 BERTHA GONZALEZ Comm. # 1014896 NOTARY PUBLIC - CALIFORNIA Monterey County My Comm. Expires Mar. 21, 1998 PWR1

Signature Bertha Gonzalez (Seal)

LEGAL DESCRIPTION

PARCEL I:

Lot 1 as shown on that certain map entitled "Tract No. 1270 Monterra Ranch Properties Inclusionary Housing", filed for record December 12, 1996 in the Office of the Recorder, County of Monterey, California in Volume 19 of Cities and Towns at Page 34. Said map was amended by those certain Certificates of Correction recorded June 23, 1997, in Reel 3534, Page 1306, Official Records and recorded August 19, 1997, in Reel 3559, Page 843, Official Records.

PARCEL II:

An easement for ingress, egress and utilities over a portion of Parcel A, as shown on sheet 5 of 61 on the map filed in Volume 18 Cities and Towns at Page 1 of the Monterey County Recorders Office, State of California.

Beginning at the Northwest corner of said Parcel A; thence along the Northerly boundary of said Parcel A,

(1) S. 88° 10' 35" E., 742.67 feet; thence leaving said boundary

(2) S. 1° 49' 25" W., 60.00 feet; thence

(3) N. 88° 10' 35" W., 742.67 feet to a point on the Easterly right-of-way line of Olmsted Road; thence along said Easterly right-of-way line

(4) N. 1° 49' 25" E., 60.00 feet to the point of beginning.

A.P. No. 259-121-001

END OF DOCUMENT

DESCLTR-09/08/94bk

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Attachment B

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Recording Requested by and
When Recorded, Mail to:

County of Monterey
Housing and Community Development Dept.
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

Attention: Housing

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 259-121-001-000
7100 Oak Tree Place, Monterey, CA 93940

AMENDMENT NO. 2 to
INCLUSIONARY HOUSING AGREEMENT:
(Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)

THIS AMENDMENT NO. 2 to Agreement: INCLUSIONARY HOUSING AGREEMENT (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property) is made and entered into by the County of Monterey, hereinafter referred to as "COUNTY", and Joseph J. Quercio III and Staci Lee Ann Quercio, hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, the County and Joseph J. Quercio III and Staci Lee Ann Quercio, have heretofore entered into an Agreement: *INCLUSIONARY HOUSING AGREEMENT (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)* ("Agreement"), recorded on January 5,1998, as Document No. 9800204 filed in the Office of the Recorder of the County of Monterey, with respect to that certain real property described in EXHIBIT A attached hereto and incorporated by reference; and

WHEREAS, on April 26, 2011, and July 12, 2011, the Board of Supervisors of the County of Monterey approved certain revisions to the Inclusionary Housing Program which are not retroactive; and

WHEREAS, the parties wish to amend the Inclusionary Housing Agreement to incorporate the program revisions pertaining to transfer of interest of the property to a Revocable Living Trust;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. **Permissible Transfer:** In addition to those permitted transfers described in the Agreement, the County's "OPTION" as defined in the Agreement shall not apply to the transfer or conveyance of the Property into a revocable living trust where Owner is a Trustor, provided:
    a. Owner obtains the consent of the County's designee;
    b. The Trust document, and any Successor Trustee, specifically acknowledges and affirms the existence of restrictions on the use and disposition of the Unit including, but not limited to, the obligation to sell the Unit to an Eligible Purchaser at no more than the Maximum Resale Value, as those terms are described in the Agreement;
    c. The Deed conveying the Unit into the Trust also specifically acknowledges and affirms

the existence of restrictions on the resale of the Property and references the Agreement; and

d. Owner agrees to cooperate and respond promptly to any County requests to owner for owner certification and monitoring.

2. **Recordation:** Upon execution of this Amendment No. 2 by all parties, Owner shall cause this Amendment No. 2 to the Inclusionary Housing Agreement to be recorded in the Office of the Monterey County Recorder and provide a copy of the recorded document to the County's Housing and Community Development Department.

3. **Inclusionary Housing Agreement to Remain in Effect**. Except as herein stated, all other terms, provisions and exhibits of the Inclusionary Housing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the Amendment No.2 on the day and year first written below.

COUNTY OF MONTEREY	**Owner:**
By: _____	_____
Craig W. Spencer, Director of Housing & Community Development	Joseph J. Quercio III
_____	_____
Date	Staci Lee Ann Quercio
	_____
	Date

Approved as to form:

_____	_____
Reed Gallogly, Deputy County Counsel	Date

DRAFT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) SS.

On _____ before me, _____, Notary Public, personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On _____ before me, _____
Notary Public, personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

the land hereinafter referred to is situated in the State of California, County of Monterey, in the unincorporated area, and is described as follows:

PARCEL I:

Lot 1 as shown on that certain map entitled "Tract No. 1270 Monterra Ranch Properties Inclusionary Housing", filed for record December 12, 1996 in the Office of the Recorder, County of Monterey, California in Volume 19 of Cities and Towns at Page 34. Said map was amended by those certain Certificates of Correction recorded June 23, 1997, in Reel 3534, Page 1306, Official Records and recorded August 19, 1997, in Reel 3559, Page 843, Official Records.

PARCEL II:

An easement for ingress, egress and utilities over a portion of Parcel A, as shown on sheet 5 of 61 on the map filed in Volume 18 Cities and Towns at Page 1 of the Monterey County Recorders Office, State of California.

Beginning at the Northwest corner of said Parcel A; thence along the Northerly boundary of said Parcel A,

(1) S. 88° 10' 35" E., 742.67 feet; thence leaving said boundary

(2) S. 1° 49' 25" W., 60.00 feet; thence

(3) N. 88° 10' 35" W., 742.67 feet to a point on the Easterly right-of-way line of Olmsted Road; thence along said Easterly right-of-way line

(4) N. 1° 49' 25" E., 60.00 feet to the point of beginning.

A.P. No. 259-121-001

Commonly known as: 7100 Oak Tree Place, Monterey, CA 93940

DRAFT

Introduced: 7/9/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
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
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SUMMARY/DISCUSSION:
101 Red Barn, LLC (Project Applicant), submitted a request for amendments to existing use permits to expand vendor and parking areas, address outstanding code enforcement cases, and to expand the Red Barn Project to allow for expanded uses such as social and corporate events. The complete application and related Initial Study and Mitigated Negative Declaration were brought before the Planning Commission in a duly noticed hearing on December 11, 2024. The Planning Commission supported the Project, and the decision was timely appealed on grounds that the Initial Study was not sufficiently

thorough. The County identified the need for biological and environmental review before proceeding with a new decision. The Appellants agreed to hold proceedings until an appeal hearing, which will occur before the Board after these tasks are complete. The Project Applicant has agreed to fund biological reporting by a qualified biologist that will support County's updating the Biological Resources chapter of the Initial Study. When the Initial Study is updated and any required recirculation is complete (if needed), the Appellants and the Applicant will agree on an appeal hearing date.

The Parties have decided to enter into an agreement with SWCA Environmental Consultants, Inc., to provide the required biological and environmental review services for the Project. The Project Applicant, through the Funding Agreement, will fund the required biological and environmental review services, administrative costs incurred by the County, and a contingency fee.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and Auditor-Controller have reviewed the PSA as to form and legality, and fiscal provisions, respectively.

FINANCING:
Staff costs to manage the contracts and professional services for this project are funded by the Project Applicant through the Funding Agreement. HCD application fees will cover additional staff costs and are included in the FY2025-26 Adopted Budget in Appropriation Unit HCD002, Unit 8543.

Prepared by: Shandy Carroll, HCD Management Analyst III, (831) 784 5643
Reviewed by: Mary Israel, Supervising Planner
Approved by: Melanie Beretti, AICP, Chief of Planning

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Draft Funding Agreement

Introduced: 7/9/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

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;
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RECOMMENDATION:
It is recommended that the Board of Supervisors:
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.

SUMMARY/DISCUSSION:
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thorough. The County identified the need for biological and environmental review before proceeding with a new decision. The Appellants agreed to hold proceedings until an appeal hearing, which will occur before the Board after these tasks are complete. The Project Applicant has agreed to fund biological reporting by a qualified biologist that will support County's updating the Biological Resources chapter of the Initial Study. When the Initial Study is updated and any required recirculation is complete (if needed), the Appellants and the Applicant will agree on an appeal hearing date.

The Parties have decided to enter into an agreement with SWCA Environmental Consultants, Inc., to provide the required biological and environmental review services for the Project. The Project Applicant, through the Funding Agreement, will fund the required biological and environmental review services, administrative costs incurred by the County, and a contingency fee.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and Auditor-Controller have reviewed the PSA as to form and legality, and fiscal provisions, respectively.

FINANCING:
Staff costs to manage the contracts and professional services for this project are funded by the Project Applicant through the Funding Agreement. HCD application fees will cover additional staff costs and are included in the FY2025-26 Adopted Budget in Appropriation Unit HCD002, Unit 8543.

Prepared by: Shandy Carroll, HCD Management Analyst III, (831) 784 5643
Reviewed by: Mary Israel, Supervising Planner
Approved by: Melanie Beretti, AICP, Chief of Planning

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Draft Funding Agreement

Attachment 1

Draft Funding Agreement
with 101 Red Barn, LLC

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FUNDING AGREEMENT
FOR THE
RED BARN GENERAL DEVELOPMENT PLAN
BIOLOGICAL AND ENVIRONMENTAL REVIEW

THIS FUNDING AGREEMENT ("AGREEMENT") is made and entered into by and between the County of Monterey, a political subdivision of the State of California ("County") and 101 Red Barn, LLC ("PROJECT APPLICANT") (collectively, the "Parties") and effective as of the last date opposite the respective signatures below and with reference to the following facts and circumstances:

RECITALS

A. PROJECT APPLICANT applied to the County for approval of use permit amendments (PLN140602) for the Red Barn Project ("PROJECT"). Appeal grounds reviewed by the County and the APPLICANT indicated the need for biological and environmental review services ("services") for the PROJECT before returning to a *de novo* decision. PLN140602 is second amendment to ZA-3117 and an amendment to ZA-3629 which allowed approximately 156,840 square feet (sq. ft.) vending and outdoor sales (flea market) area and 306,000 sq. ft. of parking area. These amendments grant an additional 34,500 sq. ft. of outdoor vending area, approximately 18,140 sq. ft. vehicle access, a 720 sq. ft. office structure southwest of the Red Barn and an additional 51,446 sq. ft. parking area northeast of the Red Barn to abate Code Enforcement Case Nos. 20CE00297 and 22CE00422; Amend an adopted General Development Plan to expand the existing open-air sales (flea market) and to add new uses including social gatherings and corporate events within the Red Barn structure and in adjacent areas and allowing construction of on-site storage (shipping containers or similar) for vendors to rent; project includes installation of an onsite wastewater treatment system; approve an after-the-fact Use Permit for grading on slopes in excess of 25 percent to partially abate Code Enforcement Case No. 22CE00422

B. The Parties have agreed that it is necessary and desirable that County engage SWCA, Inc. ("CONTRACTOR"), to provide biological and environmental review services associated with processing the application for the PROJECT and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement ("PSA") between County and CONTRACTOR, attached to this AGREEMENT as Exhibit "1," and incorporated herein by reference. County shall manage the PROJECT work performed by CONTRACTOR.

C. The Parties hereby agree that County shall engage CONTRACTOR to provide the services set forth in Exhibit "1" of this AGREEMENT.

D. A fundamental premise of this AGREEMENT is that nothing herein is to be construed as a representation, promise, or commitment on the part of the County to give special treatment to, or exercise its discretion favorably for the PROJECT, in exchange for PROJECT APPLICANT'S obligation to cover County's cost of retaining CONTRACTOR and providing County staff to work on the PROJECT.

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E. The subject matter of this AGREEMENT is the PROJECT APPLICANT'S funding of the CONTRACTOR's services on the PROJECT.

F. The Parties make this AGREEMENT with full knowledge of the requirements of state and local law, including, but not limited to, the California Environmental Quality Act (Public Resources Code Section 21000 et seq., "CEQA") and the State CEQA Guidelines (California Code of Regulations Title 14, Section 15000 et seq., "Guidelines") and the Monterey County Code.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Deposits to Fund PSA and County Fee for Contract Administration. PROJECT APPLICANT shall deposit an amount equal to the base amount of the PSA between the County and CONTRACTOR for preparation of the EIR and the County Administration fees. This totals $16,995.85 and includes:

CONTRACTOR's Base Budget	$14,779.00
County Project Management/Contract Administration	2,216.85
Total Deposit	**$16,995.85**

PROJECT APPLICANT shall deposit $16,995.85 with the County upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County to reimburse County, currently scheduled for August 5, 2025.

2. Fifteen Percent (15%) Project Contingency. An additional fifteen percent (15%) of CONTRACTOR's Base Budget shall be included in the AGREEMENT between the County and CONTRACTOR to cover contingencies. This fifteen percent (15%) Project Contingency totals $2,216.85 and is subject to the procedures set forth in this AGREEMENT.

3. Maximum Budget Under AGREEMENT. The amount which may be charged to PROJECT APPLICANT under this AGREEMENT is $19,212.70.

CONTRACTOR's Base Budget	$14,779.00
Project Management/Contract Administration Fee	2,216.85
Contingency Fee	2,216.85
Maximum Charge Under Agreement	**$19,212.70**

4. Within thirty (30) days after the end of each quarter, the County shall provide quarterly progress reports to the PROJECT APPLICANT showing CONTRACTOR's charges from the prior quarter associated with completion of task(s) as specified in "Exhibit A" of the PSA (Scope of Work/Payment Provisions for the Project). Any Base Budget funds remaining at completion of CONTRACTOR's services shall be returned to the PROJECT APPLICANT.

5. Engagement of CONTRACTOR. This AGREEMENT is based on the County engaging CONTRACTOR in accordance with the PSA between the County and CONTRACTOR attached as Exhibit 1 and directing CONTRACTOR to diligently expedite services performed under the

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PSA with the intent to meet the Schedule (as defined in Section 6). CONTRACTOR shall be responsible only to the County, and nothing in this AGREEMENT imposes any obligation on the County or CONTRACTOR to PROJECT APPLICANT other than to devote the time and attention to assist with the processing of the Project. The County shall provide direction and guidance to the CONTRACTOR. CONTRACTOR's contact(s) with PROJECT APPLICANT shall only be through the County. PROJECT APPLICANT, its agents, employees, consultants, representatives or partners shall not contact CONTRACTOR directly in any manner unless at a public hearing, meeting, or workshop for the PROJECT.

6. Payment(s) to CONTRACTOR and County.

a. CONTRACTOR
CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT and shall be paid in accordance with the terms of Section II of Exhibit "A" of the PSA with CONTRACTOR, included in Exhibit "1" of this AGREEMENT.

Within sixty (60) days after the completion of services under the PSA or earlier termination of this AGREEMENT in accordance with the terms hereunder, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT.

b. County Contract Administration Fee
The County Project Management and Contract Administration Fee of $2,216.85 shall be paid by PROJECT APPLICANT upon approval of this Agreement by the County of Monterey Board of Supervisors. This fee is non-refundable.

c. Project Contingency
An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed $2,216.85, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both the County and PROJECT APPLICANT. Within five (5) working days of receipt of a request from the County, PROJECT APPLICANT shall approve or disapprove the Request for Transfer from Project Contingency and, if approved, at the same time submit a check to the County for the amount requested.

If PROJECT APPLICANT takes more than five (5) working days to respond to a Request for Transfer from Project Contingency, additional costs may accrue to CONTRACTOR, which may result in another Request for Transfer from Project Contingency.

d. Land Use Application Fees (Environmental Review)
The PROJECT APPLICANT agrees that PROJECT APPLICANT will separately pay fees to cover all County staff costs associated with the PROJECT in accordance with the current County of Monterey application policies. The fee will be based on actual hours, measured by actual time spent on an application in quarter-hour (.25) increments. PROJECT APPLICANT agrees to pay any remaining amounts due and owing for the required deposit upon approval of this AGREEMENT by the County of Monterey Board of Supervisors

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acting on behalf of the County, currently scheduled for August 5, 2025. All outstanding amounts must be paid prior to the County finalizing the application.

7. Relationship to Other Charges. PROJECT APPLICANT and the County agree that the expenditures associated with this AGREEMENT are in addition to the standard development application fees approved by the County.

8. No Promise or Representation. The Parties agree that nothing in AGREEMENT is to be construed as a representation, promise, or commitment on the part of the County to give special treatment to, or exercise its discretion favorably for the Project, it being understood that PROJECT APPLICANT's funding obligation under AGREEMENT is undertaken without regard to the County's actions regarding the Project.

9. Term. AGREEMENT shall become effective the date the Board of Supervisors approves this AGREEMENT, and continue through December 31, 2025, unless terminated pursuant to Paragraph 9 of AGREEMENT.

10. Termination. AGREEMENT shall terminate on December 31, 2025, but may be terminated earlier by PROJECT APPLICANT or the County, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANT shall immediately pay any outstanding invoices, as well as pay for any work performed by CONTRACTOR through effective date of termination, and County will return any unused deposit in accordance with Section 6(a) of the AGREEMENT.

11. Entire Agreement. AGREEMENT and its attachments constitute the entire agreement between the Parties respecting the matters set forth herein. The Parties each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with AGREEMENT that is not expressly contained herein.

12. Negotiated Agreement. It is agreed and understood by the Parties that the AGREEMENT has been arrived at through negotiations and that neither is deemed the party which prepared AGREEMENT within the meaning of Civil Code Section 1654.

13. Assignment. Neither the County nor PROJECT APPLICANT shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

14. Amendment. This AGREEMENT may be amended, modified or supplemented only in writing by both the Parties.

15. Contracting Officer. The contracting officer of the County, and the only entity authorized by law to make or amend AGREEMENT on behalf of the County, is the County of Monterey Board of Supervisors or a County employee whom they have specifically authorized.

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16. Waiver. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this AGREEMENT shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.

17. Governing Law. This AGREEMENT shall be construed, interpreted and applied in accordance with the laws of the State of California applicable to commercial contracts entered into and to be performed wholly in California.

18. Construction. The language in all parts of AGREEMENT shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each party has reviewed AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of AGREEMENT.

19. Conflict with Professional Services Agreement between CONTRACTOR and the County. In the event of a conflict between the provisions of AGREEMENT and the PSA between the County and CONTRACTOR, the provisions of AGREEMENT shall govern.

20. Relationship of Parties. The Parties agree that this AGREEMENT establishes only a funding arrangement between the Parties, and that the parties are not joint venturers or partners.

21. Indemnification. PROJECT APPLICANT agrees to defend, indemnify and hold the County harmless in any action brought by any third party in which the authority of the County to enter into this AGREEMENT or the validity of AGREEMENT is challenged.

22. 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.

23. Notices. Notice to the Parties in connection with AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY:
Shandy Carroll, Management Analyst III
County of Monterey
Housing and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901
carrolls@countyofmonterey.gov

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TO PROJECT APPLICANT:	Salvador Jiminez, Jr. 101 Red Barn, LLC 900 South Main Street Salinas, CA 93901
	WITH A COPY TO:
TO PROJECT APPLICANT'S REPRESENTATIVES:	Dale Ellis Anthony Lombardo & Associates, Inc. 144 W. Gabilan Street Salinas, California 93901 dale@alombardolaw.com
TO PROJECT CONTACT:	Joel Panzer Maureen Wruck Planning Consultant, LLC 21 West Alisal Street, Suite 111 Salinas, CA 93901 joel@mwruck.com

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing.

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IN WITNESS WHEREOF, the Parties have executed this FUNDING AGREEMENT as of the last day and year written below.

COUNTY OF MONTEREY	**PROJECT APPLICANT**
By: N/A	**101 RED BARN, LLC**
Contracts/Purchasing Officer	By: Signed by: E8279B6E7207B434...
Date:	(Signature of Chair, President or Vice President)*
By:	Salvador Jimenez, Jr., Member
Craig W. Spencer, Director	Name and Title
Date:	Date: 6/25/2025

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

By: Signed by: Reed Gallogly 3E68DC3B1E6102...
Reed Gallogly, Deputy County Counsel

Date: 7/1/2025

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E5A454F3...
Auditor/Controller

Date: 7/1/2025

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

By: N/A
David Bolton, Risk Manager

Date:

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

[1] Approval by the Office of the County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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Attachment 1

Draft Professional Services Agreement with
SWCA, Inc.

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and SWCA, Inc. ("CONTRACTOR").

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

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide biological and environmental review services

2. PAYMENTS BY COUNTY. The 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 **$14,779**.

3. TERM OF AGREEMENT. The term of this Agreement is from **execution to December 31, 2025**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

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

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

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

6. PAYMENT CONDITIONS.

6.01 CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to the County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

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

7. TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which the County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against the County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County.

9. INSURANCE.

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

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

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

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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.)

Automobile Liability Coverage: Must include all motor vehicles, including scheduled, , non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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

(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: If required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

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

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of

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

10. RECORDS AND CONFIDENTIALITY.

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

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to the 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 (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three- (3-) year period, then CONTRACTOR shall retain said records until such action is resolved.

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

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10.05 Royalties and Inventions. County shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of the County.

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

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

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

13. COMPLIANCE WITH APPLICABLE LAWS.

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

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

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13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the 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 the County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Kathy Nielsen, Management Analyst II Name and Title	Emily Creel, J.D. Name and Title
1441 Schilling Place, South 2nd Floor Salinas, CA 93901 Address	4111 Broad Street, Suite 210 San Luis Obispo, CA 93401 Address
(831) 755-4832 194-HCD-Contracts@countyofmonterey.gov Phone/Email	(805) 543-7095 ecreel@swca.com Phone/Email

16. MISCELLANEOUS PROVISIONS.

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

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

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

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16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

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

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

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

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

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

16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

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

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

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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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: N/A Contracts/Purchasing Officer	SWCA, INC. Contractor's Business Name*
Date:	By: (Signature of Chair, President, or Vice President) *
By: Craig W. Spencer, HCD Director (if applicable)	Brooke Langle, Vice President Northern & Central California Name and Title
Date:	Date:
Approved as to Form **Office of the County Counsel[1]** **Susan K. Blitch, County Counsel**	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
By: County Counsel	Dennis Henry, CFO Name and Title
Date:	Date:
Approved as to Fiscal Provisions[2]	
By: Auditor/Controller	
Date:	
Reviewed as to Liability Provisions **Office of the County Counsel-Risk Management[3]**	
By: N/A David Bolton, Risk Manager	
Date:	

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 two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
SWCA, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

CONTRACTOR shall provide biological and environmental review services for the Red Barn Project (PLN140602, "Project") which is proposed as a:

1. Second amendment to ZA-3117 and amendment to ZA-3629 allowing additional 34,500 sq. ft. of outdoor vending area, approximately 18,140 sq. ft. vehicle access, a 720 sq. ft. office structure southwest of the Red Barn and an additional 51,446 sq. ft. parking area; and

2. Provide for potential new uses in an amended General Development Plan (GDP), including social activities and corporate events within the Red Barn structure and in adjacent areas and allow construction of on-site storage (shipping containers or similar) for vendors to rent; project includes installation of an onsite wastewater treatment system; Approve an after-the-fact Use Permit for grading on slopes in excess of 25 percent to partially abate Code Enforcement Case No. 22CE00422 and incorporate the new wastewater treatment system and flush toilets that were required by ZA Resolution No. 19-018;

TASK 1 – Biological Peer Review and Site-Specific Investigation
CONTRACTOR shall prepare a Biological Resources Memorandum to support the County's California Environmental Quality Act (CEQA) documentation and appeal response.

1.1. <u>Updated Background Research and Literature Review</u>

1.1.1 CONTRACTOR shall conduct background research and literature reviews of existing environmental documentation to identify species known to occur or have potential to occur on and near the parcel and to assess challenges to the decision on PLN140602.

1.1.2 CONTRACTOR's background research will include, at a minimum, queries of the U.S. Fish and Wildlife Service (USFWS) Critical Habitat Mapper and Information for Planning and Conservation (IPaC) databases, California Natural Diversity Database (CNDDB), species lists from the USFWS and California Native Plant Society (CNPS), and existing published data from wildlife corridor studies. This information shall be compiled into species lists and maps for use during field surveys and project evaluations.

Docusign Envelope ID: B749C756-D80C-4CF0-829A-7909AB457B17

1.1.3 CONTRACTOR shall be supplied with any biological reports that pertain to the parcel or neighboring parcels, if available.

1.2 Field Survey

1.2.1 CONTRACTOR shall conduct a biological reconnaissance survey on the proposed project area to support the Biological Resources Memorandum.

1.2.2 CONTRACTOR shall record the existing conditions in the Biological Study Area (BSA), which will comprise the entire proposed project area and an approximate 100-foot buffer where access is feasible.

1.2.3 CONTRACTOR shall conduct habitat assessments for special-status plant and wildlife species, assess sensitive habitats and potential wildlife corridors, and delineate jurisdictional features within 100 feet of the proposed project location, if applicable.

1.2.4 CONTRACTOR assumes the survey will not need to be completed during the typical blooming period for special-status plants with potential to occur.

1.2.5 CONTRACTOR shall assess the BSA to identify habitat or conditions that may have potential for special-status species plants. The survey will not include protocol-level surveys for any species.

1.2.6 CONTRACTOR shall capture photos and Global Positioning System (GPS) data points, lines, and/or polygons of sensitive biological resources observed for incorporation into project maps and technical reports.

1.3 Biological Resources Memorandum

CONTRACTOR shall prepare a Biological Resources Memorandum for submittal to the County. The Memorandum shall include descriptions of survey methodology, results, an analysis of the Project's potential to impact sensitive biological resources, including plant and wildlife species and habitats, sensitive habitat, wildlife corridors, and/or jurisdictional features and any supplemental recommendations.

Supplemental recommendations may include additional mitigation or changes to the proposed project that would reduce potential impacts to biological resources.

TASK 2 – Environmental Compliance Memorandum

2.1 CONTRACTOR shall, based upon the results of the environmental analysis and documentation of Task 1, prepare a brief memorandum-style report and cite relevant portions of the CEQA Statute and State CEQA Guidelines, case law, and precedent in relation to the challenges from appellants of the decision on PLN140602.

Docusign Envelope ID: B749C756-D80C-4CF0-829A-7909AB457B17

2.2 CONTRACTOR shall make a professional recommendation as to whether the information documented in the studies above requires recirculation of the 2024 Initial Study/Mitigated Negative Declaration (2024 IS/MND).

CONTRACTOR shall base this determination on whether or not the analysis indicates the need for "substantial revision" of the 2024 IS/MND pursuant to State CEQA Guidelines Section 15073.5.

Assumptions

1. Safe and timely access to the property to conduct field surveys shall be provided.
2. One (1) site visit by CONTRACTOR to collect field data.
3. Protocol level surveys for listed species are not included.
4. Survey will not be conducted during the appropriate blooming period for special-status annual plant species. A change order shall be required if a follow-up botanical survey during the blooming period becomes necessary.
5. Formal wetland delineation report is not included with this Scope of Work.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $14,779 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:

Task	Description	Cost	Time to Complete*
1.1	Updated background research and literature review	$ 892	2 Weeks
1.2	Field Survey	$ 3,910	
1.3	Biological Resources Memorandum	$ 6,985	
2	Environmental Compliance Memorandum	$ 2,992	6 Weeks
	TOTAL	**$14,779**	

**From contract execution*

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for survey travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at: https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses to include date and detail of travel.

Docusign Envelope ID: B749C756-D80C-4CF0-829A-7909AB457B17

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Project name, services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@countyofmonterey.gov:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@countyofmonterey.gov.

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: B749C756-D80C-4CF0-829A-7909AB457B17

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County of Monterey

Board Report

Legistar File Number: ORD 25-006

Item No.42

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

August 05, 2025

Introduced: 7/18/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: Ordinance

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.

RECOMMENDATION:
It is recommended that the Board of Supervisors 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.

SUMMARY/DISCUSSION:
California Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. The State Fire Marshal has released updated 2025 Fire Hazard Severity Zone (FHSZ) maps for Local Responsibility Areas across the state, including recommendations for unincorporated Monterey County. Government Code sections 51178.5 and 51179 require that local agencies make fire hazard severity zones available for public review and comment in a format understandable and accessible to the general public, including but not limited to maps, and that a local agency by ordinance designate fire severity zones in its jurisdiction. The County complied by posting the maps on the Monterey County website at:
<https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/planning-services/current-planning/general-info/local-responsibility-areas-lra-2025>

The FHSZ map identifies areas as moderate, high, or very high fire hazard severity zones, using consistent statewide criteria. Designations are based on factors such as fuel loading, slope, fire weather, and other relevant elements, including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread. A local agency may, at its discretion, include additional areas within its jurisdiction that are not identified by the State Fire Marshal as moderate or high FHSZ. However, a local agency is prohibited from reducing the severity zone designations assigned by the State Fire Marshal. State law does not allow local jurisdictions to request modifications or provide comments on the recommended FHSZ designations. A local agency may choose to increase the severity designation for specific areas or designate new areas not included by the State Fire Marshal.

County staff evaluated the recommended map and consulted with all fire districts within Monterey County to determine whether any modifications were needed. All fire districts confirmed there were no proposed changes and indicated their intent to adopt the recommended FHSZ map as provided by the State Fire Marshal.

Therefore, to ensure consistency, simplify administration, and provide clarity to property owners and other stakeholders, the County will rely on the recommended FHSZ map provided by the State Fire Marshal without further changes at this time. The draft ordinance before the Board will include the FHSZ map as an exhibit.

New Requirements:
With the adoption of the FHSZ, the County will be required to implement new regulations, some of which will affect new development depending on the designated severity zone. The County will evaluate the FHSZ during the project development and environmental review process for the new regulations.

Property owners and/or occupants of structures located within the designated FHSZs will be subject to additional fire safety requirements that do not apply to areas outside these zones. These additional requirements include, but are not limited to:

- Property development standards such as road widths, water supply, and signage, in compliance with California Public Resources Code section 4290.
- Requirements under Chapter 7A of the California Building Code, "Materials and Construction Methods for Exterior Wildfire Exposure."
- Hazard disclosure obligations for properties located in High and Very High Severity Zones, subject to Assembly Bill 38 (AB 38 2019)
- In Very High Severity Zones, additional defensible space and landscaping requirements will also apply, in compliance with California Government Code section 51182.

All of these factors will be considered by County staff during project review. To comply with state law, the County must approve the updated FHSZs Map by ordinance.

CEQA:
The proposed ordinance is not considered a "Project" under CEQA because it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 Section 15060(c)(2) and Section 15060(c)(3).

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has approved the ordinance as to form. Staff have collaborated with fire district staff to verify a consistent approach on adopting the recommended State Fire Marshal FHSZ map. If the Board of Supervisors recommends adoption of the ordinance, staff will submit a copy of the ordinance adopted to the State Board of Forestry and Fire Protection within 30 days of

adoption pursuant to Government Code section 51179.

FINANCING:
There is no fiscal impact with this item. Staff time to prepare this report is included in the Adopted Budget for HCD Appropriation Unit HCD002, Unit 8543.

Prepared by: Edgar Sanchez, Assistant Planner, (831) 783-7058
Reviewed by: Sarah Wikle, Principal Planner, (831) 784-5700
Approved by: Melanie Beretti, Chief of Planning, (831) 755-5285

The following attachments are on file with the Clerk of the Board:
Attachment A - FHSZ Ordinance

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; Art Black, Carol Wallace, Rick Rodewald, Jim Dias, Chris Lynch, Hector Ramirez, Jesse Reimer, Frank Espinoza, Nick Bautista, Liliana Zabala, Jason Muscio, Joel Mendoza, Carolina Bravo, Jess Cortez, Scott Anderson, Rick Magno, Kenia Joachin, Board of Supervisor Notices 7-13-17 Distribution List

County of Monterey

Board Report

Legistar File Number: ORD 25-006

Item No.

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

August 05, 2025

Introduced: 7/18/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

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.

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SUMMARY/DISCUSSION:
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<https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/planning-services/current-planning/general-info/local-responsibility-areas-lra-2025>

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- Property development standards such as road widths, water supply, and signage, in compliance with California Public Resources Code section 4290.
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All of these factors will be considered by County staff during project review. To comply with state law, the County must approve the updated FHSZs Map by ordinance.

CEQA:
The proposed ordinance is not considered a "Project" under CEQA because it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 Section 15060(c)(2) and Section 15060(c)(3).

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has approved the ordinance as to form. Staff have collaborated with fire district staff to verify a consistent approach on adopting the recommended State Fire Marshal FHSZ map. If the Board of Supervisors recommends adoption of the ordinance, staff will submit a copy of the ordinance adopted to the State Board of Forestry and Fire Protection within 30 days of adoption pursuant to Government Code section 51179.

FINANCING:
There is no fiscal impact with this item. Staff time to prepare this report is included in the Adopted Budget for HCD Appropriation Unit HCD002, Unit 8543.

Prepared by: Edgar Sanchez, Assistant Planner, (831) 783-7058
Reviewed by: Sarah Wikle, Principal Planner, (831) 784-5700
Approved by: Melanie Beretti, Chief of Planning, (831) 755-5285

The following attachments are on file with the Clerk of the Board:
Attachment A - FHSZ Ordinance

Cc: Craig Spencer, Director of Housing and Community Development; Melanie Beretti, Chief of Planning, Philip Angelo, Senior Planner; Edgar Sanchez, Assistant Planner; Kelly Donlon, County Counsel; Art Black, art@carmelfire.com <mailto:art@carmelfire.com>; Carol Wallace, carolw@csgengr.com , Rick Rodewald rickr@csgengr.com <mailto:rickr@csgengr.com>; Jim Dias, jimd@csgengr.com <mailto:jimd@csgengr.com>; Chris Lynch, chris.lynch@fire.ca.gov <mailto:chris.lynch@fire.ca.gov>; Hector Ramirez, hector.ramirez@fire.ca.gov ; Jesse Reimer, jessereimer@cachaguafire.com <mailto:jessereimer@cachaguafire.com>; Frank Espinoza, frank.espinoza@fire.ca.gov <mailto:frank.espinoza@fire.ca.gov>; Nick Bautista, nick.bautista@fire.ca.gov <mailto:nick.bautista@fire.ca.gov>; Liliana Zabala, lzabala@ci.gonzales.ca.us ; Jason Muscio, jmuscio@ci.gonzales.ca.us <mailto:jmuscio@ci.gonzales.ca.us>; Joel Mendoza, joel.mendoza@ncfpd.org <mailto:joel.mendoza@ncfpd.org>; Carolina Bravo, carolina.bravo@ncfpd.org <mailto:carolina.bravo@ncfpd.org>; Jess Cortez, jess.cortez@ncfpd.org <mailto:jess.cortez@ncfpd.org>; Scott Anderson, sanderson@mcrfd.org ; Rick Magno, rmagno@mcrfd.org <mailto:rmagno@mcrfd.org>; Kenia Joachin, kenia@csgengr.com <mailto:kenia@csgengr.com>; Board of Supervisor Notices 7-13-17 jmn Distrubution list

Attachment A

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ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESIGNATING FIRE HAZARD SEVERITY ZONES

County Counsel Summary

The Office of the State Fire Marshal ("OSFM") has released updated 2025 Fire Hazard Severity Zone maps for Local Responsibility Areas across the state. California Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high and very high severity fire zones based on consistent statewide criteria. This ordinance designates the Fire Hazard Severity Zones for unincorporated Monterey County as recommended by the Office of the State Fire Marshal.

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

SECTION 1. Findings and Declarations:

A. Pursuant to Article XI of the California Constitution, the County of Monterey ("County") may adopt and enforce ordinances and regulations to protect and promote the public health, safety, and welfare of its citizens.

B. California Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas.

C. The Office of the State Fire Marshal has released updated 2025 Fire Hazard Severity Zone maps for Local Responsibility Areas across the state, including recommendations for unincorporated Monterey County.

D. Government Code sections 51178.5 and 51179 require that local agencies make fire hazard severity zones available for public review and comment in a format understandable and accessible to the general public, including but not limited to maps, and that a local agency by ordinance designate fire severity zones in its jurisdiction.

E. The maps are currently posted on the County website and social media for public view and comment, and specifically are located at: https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/planning-services/current-planning/general-info/local-responsibility-areas-lra-2025

F. Under the California Environmental Quality Act ("CEQA"), this ordinance is not considered a "Project" under CEQA because it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines sections 15060(c)(2) and 15060(c)(3)).

SECTION 2. The County of Monterey hereby designates and adopts the Fire Hazard Severity Zones as recommended by the State Fire Marshal pursuant to Government Code section 51178.

SECTION 3. The map approved by the County of Monterey, for "Monterey County Unincorporated LRA", entitled "Local Responsibility Area Fire Hazard Severity Zones", is attached as **Exhibit A** to this ordinance and is incorporated herein by reference.

SECTION 4. **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 5. **EFFECTIVE DATE**. This ordinance shall become effective on the thirty-first day following its adoption by the County, provided that the Board of Forestry and Fire Protection has reviewed it and found it to be in substantial conformance with State requirements.

PASSED AND ADOPTED on this __ day of _____ 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher M. Lopez, Chair
Monterey County Board of Supervisors

ATTEST:
VALERIE RALPH
Clerk of the Board
By:_____
Deputy

APPROVED AS TO FORM:

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

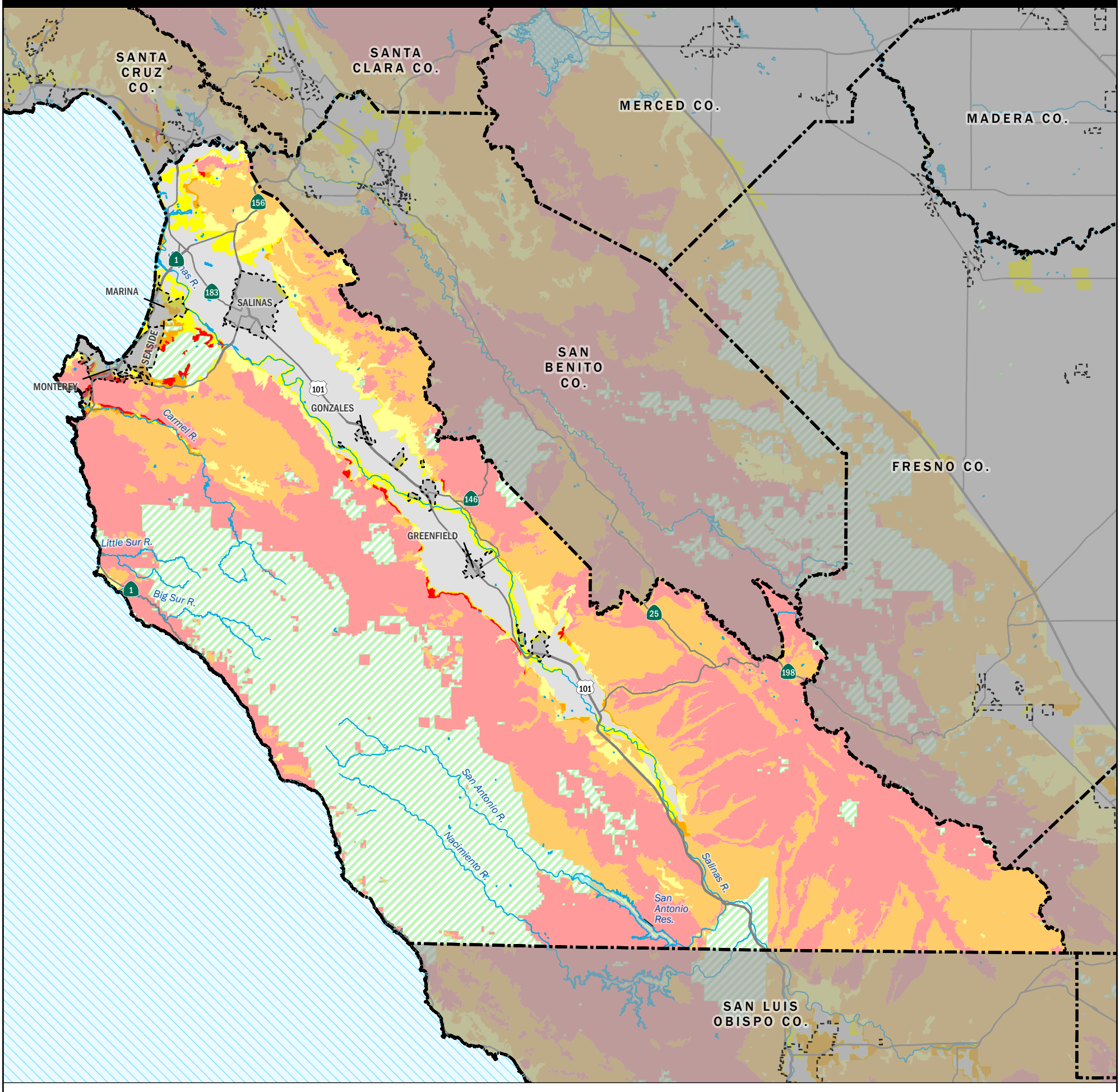
Exhibit A

MONTEREY COUNTY – UNINCORPORATED LRA

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

March 10, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High | High | Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High | High | Moderate

Mi 0 10 20 30

Km 0 10 20 30 40 50

Projection: NAD 83 California Teale Albers
Scale: 1:660,000 at 11" x 17"

Incorporated City | Waterbody | Unzoned LRA | Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)

Introduced: 7/17/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

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.)

RECOMMENDATION:
It is recommended that the Board of Supervisors:
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.

SUMMARY/DISCUSSION:
County of Monterey (County) Department of Public Works, Facilities and Parks (PWFP) staff have been working collaboratively with the City of Camel-by-the-Sea (City) on the development of the City-led proposed project to construct pavement improvements along the 1,015-foot portion of Ocean Avenue ("Pavement Rehabilitation") that extends beyond the City limits and lies within the unincorporated County right of way. This section of Ocean Avenue is located just west of Cabrillo Highway (California State Route [SR] 1), also known as the Pacific Coast Highway. The pavement improvements within this unincorporated County area are hereinafter referred to as the "Project".

The City proposes to construct Pavement Rehabilitation improvements, along the entire 1,015-foot portion of Ocean Avenue. Additionally, the City will provide construction inspection services for the Project. In return, the County proposes to collaborate with the City on the Project's construction and to issue a no-fee encroachment permit allowing the City to perform work within the County's jurisdiction for the duration of the Project.

The City is in the process of finalizing Project plans, with construction scheduled to begin later this fall. The Pavement Rehabilitation of Ocean Avenue, from the City limits to SR 1, is included in the County's Capital Improvement Program (CIP) for fiscal years (FY) 2028-29 and 2029-30. The Project is scheduled to begin the engineering/design phase in FY 2028-29.

As part of its comprehensive infrastructure initiative, the City initiated a collaborative effort with the County to extend roadway improvements along Ocean Avenue, from the eastern City limits to Cabrillo Highway. These improvements include lowering utility irons, patch paving, conform grinding, reconstructing several Americans with Disabilities Act (ADA) ramps, placing asphalt concrete (AC) overlay, restoring AC berms and swales, reapplying pavement markings, and raising utility irons. This extension is essential to maintaining continuity in pavement quality, design standards, and long-term performance along this key regional corridor.

In June 2024, City Council adopted the CIP Budget for FY 2024-25, which allocated $2,810,000 for street repairs within the City. Construction of this work is expected to begin in Summer 2025 and continue into Fall 2025.
The purpose of the Project is to extend the service life of Ocean Avenue, a County-maintained roadway, from the City of Carmel-by-the-Sea limits to SR 1. The Project will rehabilitate the pavement using recycling methods and/or the placement of hot-mix asphalt. Upon completion, Ocean Avenue will continue to support transportation mobility for residents, businesses, and visitors throughout the County.
The Project is categorically exempt from the California Environmental Quality Act (CEQA) per California Code of Regulations section 15301 - Existing Facilities (c) Existing highways and streets, as it involves the rehabilitation and maintenance of an existing public roadway. Funding for the Project will come from Measure X, Senate Bill 1 (SB 1), and/or Transient Occupancy Tax revenues.
Ongoing maintenance will be minimal initially due to the roadway's new condition; however, as the pavement ages, routine maintenance will be performed by PWFP Maintenance staff as part of standard operations.
The recommended actions would allow for the approval of the proposed Cost Sharing Agreement (Agreement) between the County and the City (Attachment A), formally outlining the shared roles and responsibilities for this collaborative Project.

The collaborative effort between the County and the City potentially reduces the administrative costs associated with procurement, contract administration, and related tasks for this portion of work for the Project.
Staff recommends that the Board approve the proposed Agreement to define and establish the respective roles and responsibilities of the County and the City. The Agreement, with a County contribution of $400,000, will take effect upon execution and will remain in place until mutually terminated by both parties.

OTHER AGENCY INVOLVEMENT:
PWFP has collaborated with City staff in drafting and developing terms for the Agreement. The Agreement was approved by City Council on June 2, 2025. The Office of the County Counsel, including Risk Management, and the Auditor-Controller's Office have reviewed and approved the

Agreement as to form, indemnification and insurance, and fiscal provisions, respectively.

FINANCING:
The estimated cost for the Project is $400,000 and is anticipated to be funded by a combination of Measure X funds and Senate Bill 1 (SB 1) funds. Additionally, the Pavement Rehabilitation for Ocean Avenue, from the City limits to County limits, is part of the County's CIP, for approximately $160,000 in FY 2028-29 and $660,500 in FY 2029-30. Approval of this Agreement will complete the Project in FY 2025-26 at lesser cost given that the Project would be combined with a larger City-wide project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended actions support the Board of Supervisors' Strategic Initiatives for Infrastructure by addressing a roadway in urgent need of reconstruction and extending its service life through resurfacing techniques. These improvements respond directly to community concerns and will provide lasting benefits to residents, County constituents, and visitors. The proposed project will enhance the durability of the pavement and ensure continued transportation mobility for the County's residents, businesses, and visitors.

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

Prepared by: Jonathan Pascua, PE, Senior Civil Engineer, (831) 755-8963
Dalia Mariscal-Martinez, Management Analyst III
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachment is on file with the Clerk of the Board:
Attachment A - Proposed Agreement
Attachment B - Location Map

Introduced: 7/17/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

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.)

RECOMMENDATION:
It is recommended that the Board of Supervisors:
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.

SUMMARY/DISCUSSION:
County of Monterey (County) Department of Public Works, Facilities and Parks (PWFP) staff have been working collaboratively with the City of Camel-by-the-Sea (City) on the development of the City-led proposed project to construct pavement improvements along the 1,015-foot portion of Ocean Avenue ("Pavement Rehabilitation") that extends beyond the City limits and lies within the unincorporated County right of way. This section of Ocean Avenue is located just west of Cabrillo Highway (California State Route [SR] 1), also known as the Pacific Coast Highway. The pavement improvements within this unincorporated County area are hereinafter referred to as the "Project".

The City proposes to construct Pavement Rehabilitation improvements, along the entire 1,015-foot portion of Ocean Avenue. Additionally, the City will provide construction inspection services for the Project. In return, the County proposes to collaborate with the City on the Project's construction and to issue a no-fee encroachment permit allowing the City to perform work within the County's jurisdiction for the duration of the Project.

The City is in the process of finalizing Project plans, with construction scheduled to begin later this fall. The Pavement Rehabilitation of Ocean Avenue, from the City limits to SR 1, is included in the County's Capital Improvement Program (CIP) for fiscal years (FY) 2028-29 and 2029-30. The Project is scheduled to begin the engineering/design phase in FY 2028-29.

As part of its comprehensive infrastructure initiative, the City initiated a collaborative effort with the County to extend roadway improvements along Ocean Avenue, from the eastern City limits to Cabrillo Highway. These improvements include lowering utility irons, patch paving, conform grinding, reconstructing several Americans with Disabilities Act (ADA) ramps, placing asphalt concrete (AC) overlay, restoring AC berms and swales, reapplying pavement markings, and raising utility irons. This extension is essential to maintaining continuity in pavement quality, design standards, and long-term performance along this key regional corridor.

In June 2024, City Council adopted the CIP Budget for FY 2024-25, which allocated $2,810,000 for street repairs within the City. Construction of this work is expected to begin in Summer 2025 and continue into Fall 2025.
The purpose of the Project is to extend the service life of Ocean Avenue, a County-maintained roadway, from the City of Carmel-by-the-Sea limits to SR 1. The Project will rehabilitate the pavement using recycling methods and/or the placement of hot-mix asphalt. Upon completion, Ocean Avenue will continue to support transportation mobility for residents, businesses, and visitors throughout the County.
The Project is categorically exempt from the California Environmental Quality Act (CEQA) per California Code of Regulations section 15301 - Existing Facilities (c) Existing highways and streets, as it involves the rehabilitation and maintenance of an existing public roadway. Funding for the Project will come from Measure X, Senate Bill 1 (SB 1), and/or Transient Occupancy Tax revenues.
Ongoing maintenance will be minimal initially due to the roadway's new condition; however, as the pavement ages, routine maintenance will be performed by PWFP Maintenance staff as part of standard operations.
The recommended actions would allow for the approval of the proposed Cost Sharing Agreement (Agreement) between the County and the City (Attachment A), formally outlining the shared roles and responsibilities for this collaborative Project.

The collaborative effort between the County and the City potentially reduces the administrative costs associated with procurement, contract administration, and related tasks for this portion of work for the Project.
Staff recommends that the Board approve the proposed Agreement to define and establish the respective roles and responsibilities of the County and the City. The Agreement, with a County contribution of $400,000, will take effect upon execution and will remain in place until mutually terminated by both parties.

OTHER AGENCY INVOLVEMENT:
PWFP has collaborated with City staff in drafting and developing terms for the Agreement. The Agreement was approved by City Council on June 2, 2025. The Office of the County Counsel, including Risk Management, and the Auditor-Controller's Office have reviewed and approved the

Agreement as to form, indemnification and insurance, and fiscal provisions, respectively.

FINANCING:
The estimated cost for the Project is $400,000 and is anticipated to be funded by a combination of Measure X funds and Senate Bill 1 (SB 1) funds. Additionally, the Pavement Rehabilitation for Ocean Avenue, from the City limits to County limits, is part of the County's CIP, for approximately $160,000 in FY 2028-29 and $660,500 in FY 2029-30. Approval of this Agreement will complete the Project in FY 2025-26 at lesser cost given that the Project would be combined with a larger City-wide project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended actions support the Board of Supervisors' Strategic Initiatives for Infrastructure by addressing a roadway in urgent need of reconstruction and extending its service life through resurfacing techniques. These improvements respond directly to community concerns and will provide lasting benefits to residents, County constituents, and visitors. The proposed project will enhance the durability of the pavement and ensure continued transportation mobility for the County's residents, businesses, and visitors.

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

Prepared by: Jonathan Pascua, PE, Senior Civil Engineer, (831) 755-8963
Dalia Mariscal-Martinez, Management Analyst III
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachment is on file with the Clerk of the Board:
Attachment A - Proposed Agreement
Attachment B - Location Map

Attachment A

Docusign Envelope ID: A1524457-365E-4FC4-8A33-96031C6FCA84

COST SHARING AGREEMENT BETWEEN THE CITY OF CARMEL-BY-THE-SEA AND COUNTY OF MONTEREY FOR THE PAVEMENT REHABILITATION OF THE PORTION OF OCEAN AVENUE BETWEEN CABRILLO HIGHWAY AND CARPENTER STREET

This Cost Sharing Agreement (the "Agreement") by and between the City of Carmel-by-the-Sea, a California general law city and municipal corporation (hereinafter "City"), and the County of Monterey, California, (the "County"), collectively the "Parties." This Agreement shall be effective as of the date of the last signature of the Agreement ("Effective Date").

RECITALS

WHEREAS, the City proposes to construct pavement improvements, on Ocean Ave; and

WHEREAS, a portion of Ocean Avenue lies outside the City limits and within unincorporated County Right-of-Way; and

WHEREAS, the County requested the City include within the scope of its work rehabilitation of the pavement for the 1,015-foot portion of Ocean Avenue ("Pavement Rehabilitation") that lies within the unincorporated County Right-of-Way just west of Cabrillo Highway, California State Route 1, also known as the Pacific Coast Highway. The pavement improvements within the unincorporated County Right-of-Way shall be referred to herein the "Project".

WHEREAS, the City estimates the Project costs to be approximately four hundred thousand ($400,000).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual goals and objectives contained herein, the Parties agree as follows:

Docusign Envelope ID: A1524457-365E-4FC4-8A33-96031C6FCA84

1. **County Reimbursement of City Costs**:

The County shall reimburse the City the actual construction costs for the Project and soft costs associated therewith, the total of which is estimated to be four hundred thousand ($400,000) as agreed to per Exhibit A (attached and incorporated by this reference) and shown on Exhibit B (attached and incorporated by this reference). The City shall notify the County when actual costs have reached four hundred thousand ($400,000).

2. **Payment of Invoices:**

Invoices for reimbursement shall be submitted to the County on a monthly basis and shall contain all necessary supporting documentation and detail in a form acceptable to the County, including but not limited to all timecards, invoices, and any conditional and unconditional waivers. County shall have the right to review and confirm that the invoices submitted by the City for reimbursement are in conformance with the terms of this Agreement prior to forwarding to the County Auditor-Controller. Payments will be made within 45 days of receipt of complete invoices (which have been determined to conform to the terms of this Agreement by Public Works, Facilities, and Parks) by the County Auditor-Controller.

3. **County Utility Obligations:**

The County shall coordinate and confirm all utilities within the Project area. The County shall verify that all known utilities are shown accurately. The County shall pothole excavate any utility conflicts, known and unknown, prior to the start of construction.

4. **City Inspection Obligations:**

The City shall be responsible for providing construction inspection services associated with construction of the Project. The City will include in the invoices to the County the cost for the construction inspection services of the Project. Quality assurance inspections provided by the County shall be coordinated with the City Superintendent and City Project Manager.

5. **County Encroachment Permit Obligations:**

The County shall provide a no fee encroachment permit to the City for work to be done within the County's jurisdiction throughout the duration of the Project.

6. **Ongoing Maintenance Obligation:**

a. County's Maintenance Obligation: The County accepts all future maintenance responsibility of the pavement within the Project area as shown on [Exhibit B].

b. City's Maintenance Obligation: The City accepts all future maintenance responsibility of the pavement rehabilitation within City limits. The City's future maintenance obligation specifically includes the **300-feet portion of Ocean Avenue** that lies within the City limits. Such maintenance to be performed by the City shall be at a level that meets the standards for roads within the City.

Docusign Envelope ID: A1524457-365E-4FC4-8A33-96031C6FCA84

7. Indemnity:

a. County's Indemnity Obligation: The County shall fully defend, indemnify and hold the City, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the County's ongoing maintenance obligations of the pavement in the Project area.

b. City's Indemnity Obligation: The City shall fully defend, indemnify and hold the County, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the City's ongoing maintenance obligations of the pavement rehabilitation that lies within the City limits.

8. Insurance:

The City will require all contractors and subcontractors to name the City and the County, and their officers, agents and employees as additional insureds on their general liability and automobile liability policies for work on the pavement rehabilitation on Ocean Avenue. These insurance policies must have minimum limits of $2 million per occurrence and $5 million aggregate and the contractors and subcontractors must provide to the City and County a certificate of insurance and endorsements confirming the additional insured coverage in the amounts specified herein.

9. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as follows:

City of Carmel-by-the-Sea
Attn: Javier Hernandez, Public Works Project Manager
City of Carmel-by-the-Sea
Public Works Department
P.O. Box CC
Carmel, California 93921

County of Monterey
Department of Public Works, Facilities and Parks
Attn: Randell Ishii, Director
1441 Schilling Place, 2nd Floor
Salinas, California 93901
(831) 784-5647
IshiiR@countyofmonterey.gov

10. General Provisions.

a. The Parties agree to execute, acknowledge and deliver any and all additional papers documents and other assurances, and shall perform any and all acts and things reasonably necessary, in connection with the performance of the obligations hereunder and to carry out the intent of the Parties.

b. This Agreement may be executed in counterparts and by electronic signatures and shall have the same force and legal effect as an executed original.

Docusign Envelope ID: A1524457-365E-4FC4-8A33-96031C6FCA84

COUNTY OF MONTEREY

Public Works, Facilities and Parks

By: _____
Randell Ishii
Director of PWFP

Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

Date: 7/14/2025 | 12:46 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Name: Patricia Ruiz
Title: Auditor/Controller
Date: 7/14/2025 | 1:42 PM PDT

Approved as to Indemnification and
Insurance Provisions
Office of the County Counsel
Risk Management Division
Susan K. Blitch, County Counsel

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...
David Bolton
Risk Manager

Date: 7/14/2025 | 12:52 PM PDT

_____
Contractor's Business Name

By: _____
Mitch Skyer, President

Date: _____

By: _____
Kris Laseter, COO

Date: _____

Docusign Envelope ID: A1524457-365E-4FC4-8A33-96031C6FCA84

CITY OF CARMEL-BY-THE-SEA

By: Signed by: Dale Byrne 7BF0067B4D2C4CB...

Dale Byrne
Mayor, City of Carmel-by-the-Sea

Date: 6/17/2025

By: Signed by: Brian Pierik C8F3045459A74A8...

Brian Pierik
City Attorney

Date: 6/17/2025

Approved as to Form

By: DocuSigned by: Nova Romero 4B0C5656B52C4E2...

Nova Romero
City Clerk

Date: 6/17/2025

Docusign Envelope ID: A1524457-365E-4FC4-8A33-96031C6FCA84

EXHIBIT A – PRELIMINARY ESTIMATE

OCEAN AVE RESURFACING
Carmel-by-the-Sea to State Route 1

Item No	Item Code	F S	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	170103		Clearing and Grubbing	LS	1	75,000.00	75,000.00
2	390095		Replace Asphalt Concrete Surfacing	CY	208	390.00	81,120.00
3	390132		Hot Mix Asphalt (Type A) (0.2' Thick)	TON	550	250.00	37,500.00
4	393001		Pavement Reinforcing Fabric	SQYD	1,250	2.25	2,812.50
5	394073A		Place Hot Mix Asphalt Rolled Berm	LF	90	20.00	1,800.00
6	397005		Tack Coat	TON	1	1,200.00	1,200.00
7	398200		Cold Plane Asphalt Concrete Pavement	SQYD	350	25.00	8,750.00
8	780210A		Survey Monument	EA	5	1,200.00	6,000.00
9	810230	S	Pavement Marker (Retroreflective)	EA	30	6.00	180.00
10	820130		Object Marker (Culvert Marker)	EA	3	100.00	300.00
11	820750		Furnish Single Sheet Aluminum Sign (0.063 - Unframed)	SQFT	81.25	80.00	6,500.00
12	820840		Roadside Sign - One Post	EA	13	400.00	5,200.00
13	846007	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	1,960	2.00	3,920.00
14	846010	S	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	131	2.50	327.50
15	846012	S	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	463	9.50	4,398.50
16	846026		Remove Pavement Marking	SQFT	481	3.00	1,443.00
17	846030		Remove Thermoplastic Traffic Stripe	LF	1,111	1.00	1,111.00
18	860810	S	Inductive Loop Detectors	LS	1	10,000.00	10,000.00

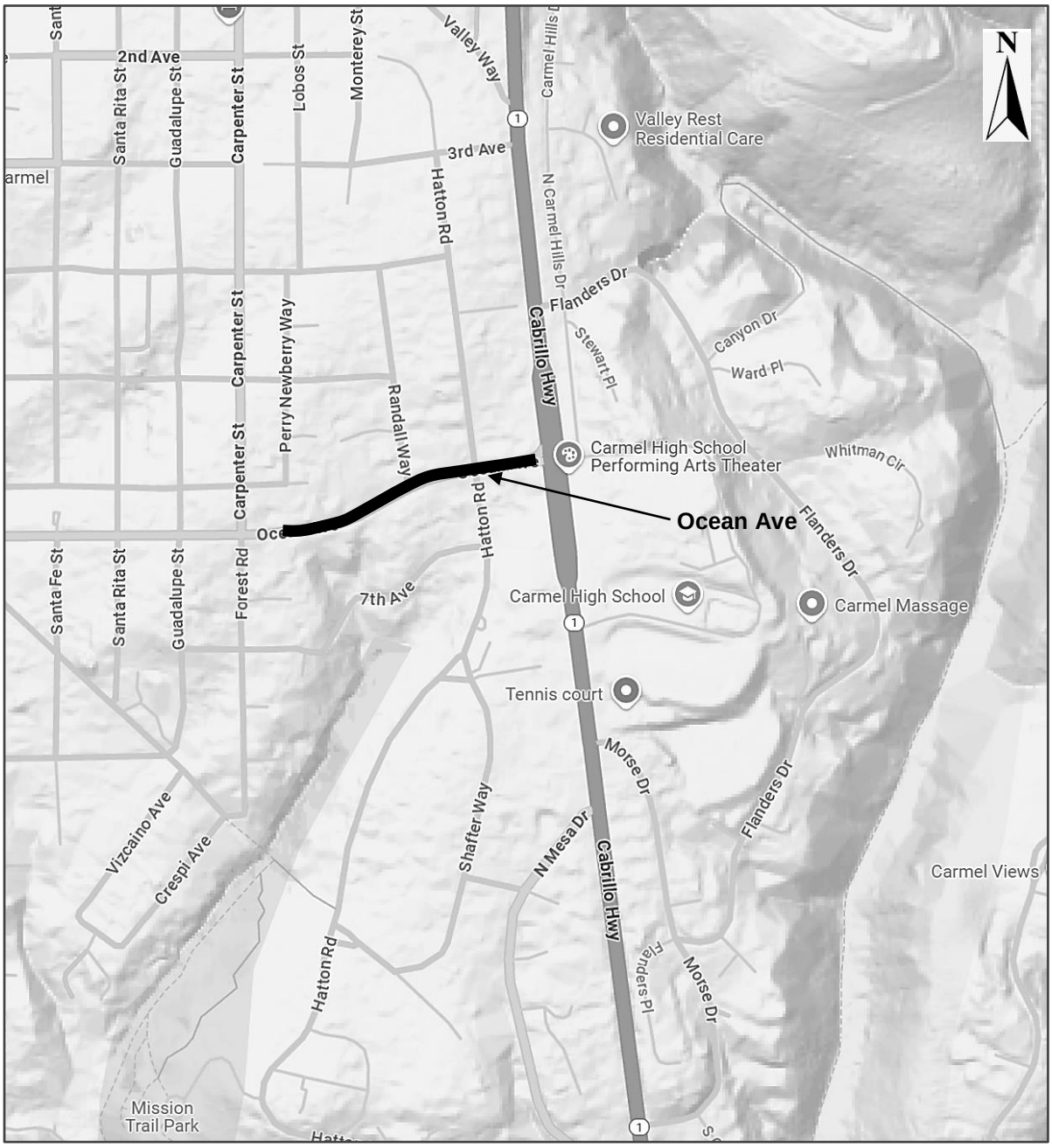
F - Final Pay Item
S- Specialty Item

Subtotal	347,563
10% Contingency	34,756
Total	382,319
SAY	**400,000**

Docusign Envelope ID: A1524457-365E-4FC4-8A33-96031C6FCA84

EXHIBIT B – LOCATION MAP

OCEAN AVE RESURFACING
Carmel-by-the-Sea City Limit to State Route 1



ATTACHMENT B - LOCATION MAP

OCEAN AVE RESURFACING
Carmel-by-the-Sea City Limit to State Route 1

Introduced: 7/30/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

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.

RECOMMENDATION:
It is recommended the Board of Supervisors, 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 Road Fund has sufficient appropriations available in the adopted budget; 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,

SUMMARY/DISCUSSION:
CSA 15-Toro Park/Serra Village (CSA 15) was formed in 1962 to provide street lighting and maintenance for storm drainage, streets and sidewalks, and park and open space. The CSA is located on the western side of Highway 68 between River Road and San Benancio Road. CSA 15 revenue is provided by annual assessments on 813 parcels, AB8 funds from general property tax and interest on fund balance. A budget appropriation is necessary to fund projects not initially included in the budget including improvements to park equipment, such as swings, playground areas, benches, tables and basketball courts. This request involves a project that the CSA does not currently have funding for but is willing to implement if funding is provided.

The proposed pilot project is called the Toro Park Pilot Project No. 2 ("Project"). This project is an evolution of the previous Toro Park Pilot Project, which took place from July 12, 2024, to July 11, 2025. In that previous project, concerns regarding safety and congestion on Portola Drive related to congestion along the State Route (SR) 68 Corridor, were expressed by the Toro Park and Serra Village neighborhoods. In response, TAMC developed a pilot project to redirect traffic from Portola Drive back onto SR 68. The Toro Park Pilot Project was identified and developed by TAMC, partnering with the County of Monterey, and community members including residents of Toro Park and Serra Village, to help define a long-term solution to keep traffic from diverting off SR 68, the Monterey-Salinas Highway.

At the July 8, 2025 Board of Supervisors' Meeting, TAMC and the County entered into a Regional Reimbursement Agreement (Agreement) to allow the County to receive reimbursement for implementing the original pilot project.

Since ending the first pilot project, there have been continued concerns of the return of pre-project cut-through traffic into the community. Several meetings were held among TAMC, County, the School District, and members of the Homeowners' Associations (HOAs), to discuss lessons learned from the previous pilot and devise potential options for another pilot project. Through the course of these meetings, the proposed Project was created, that would address peak hour morning cut through traffic congestion impacting the Toro Park neighborhood. Unlike the previous pilot, this Project is designed to address the cut through morning traffic through a limited time-of-day partial road closure for westbound Portola Drive traffic, for the time period of approximately 6:00AM to 9:00AM, Monday through Friday, coinciding with the school traffic and school year. The Project implements a partial road closure and will block westbound traffic at the driveway of Toro Elementary School, between the intersections of Torero Drive and Portola Drive, and Davenrich Street and Portola Drive; thereby prohibiting vehicles from entering the highway from Torero Drive. After the morning partial closure period, the road closure will be taken down. This will allow two-way travel along Portola Drive, as though the road closure did not exist. It will then be reinstated the following workday in a cyclic fashion. The partial road closure is expected to improve traffic flow and reduce the daily 20-minute wait that many Salinas commuters experience. Slight revisions to the plan may occur to address specific issues that arise during the Project.

The Project is expected to be implemented on August 6, 2025 (the start of school) to provide an opportunity to observe traffic patterns and make adjustments as needed. The Project is expected to be in effect through June 2026. Throughout the pilot phase, traffic will be monitored closely, and feedback will be collected from the community. Following completion of the pilot phase, traffic data will be reviewed, and permanent solutions will be assessed for consideration.

On Saturday, July 26, 2025, a town hall was held with the Toro Park community to discuss this Project. The community provided consensus with the Project. Through the course of the dialogue, it was recommended that the CSA 15 be the implementers of the Project. Subsequently, the CSA 15 Advisory Committee held a Special Meeting on July 31, 2025, where they agreed to implement the Project, with the use of outside funds to reimburse the CSA for the expenses.

CSA 15 is willing to implement the proposed Toro Park Pilot Project No. 2, with implementation costs estimated to be $100,000.

CEQA

This project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to section 15301 of the CEQA Guidelines as a Class 1 exemption for minor alteration of existing public facilities, which includes minor alterations to existing streets and other similar alterations that do not create additional automobile lanes. This project would convert an existing intersection into a roundabout and would not involve the creation of additional lanes.

OTHER AGENCY INVOLVEMENT:

PWFP coordinated this recommendation with the County Administrative Office Budget & Analysis Division. The Project involves a partnership and collaboration among TAMC, Caltrans District 5, the School District, CSA 15, the various Homeowners' Associations (HOAs) in Toro Park, and the County. This item was supported and directed by the CSA 15 Advisory Committee at its July 31, 2025 Special Meeting. This item has been approved to bypass the Budget Committee meeting.

FINANCING:

Total estimated cost for the project is $100,000. If this is approved, the FY 2025-26 Adopted Budget appropriations for County Service Area 15-Toro Park/Serra Village (Fund 056, Appropriation Unit PFP010) will increase by $100,000, funded by an operating transfer from Road Fund's Community Roads Maintenance Program (CRMP) fund of Supervisorial District 5.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES

The recommended action supports the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety. The Project will address the cut through traffic from drivers who use Portola Drive to avoid the recurring congestion along SR 68 during commute hours and will help alleviate traffic congestion for residents and enhance safety for children and families traveling to school or work.

___ Economic Development
___ Administration
___ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks
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 - Resolution
Attachment B - Location Map

Introduced: 7/30/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

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.

RECOMMENDATION:

It is recommended the Board of Supervisors, 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 Road Fund has sufficient appropriations available in the adopted budget; 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,

SUMMARY/DISCUSSION:

CSA 15-Toro Park/Serra Village (CSA 15) was formed in 1962 to provide street lighting and maintenance for storm drainage, streets and sidewalks, and park and open space. The CSA is located on the western side of Highway 68 between River Road and San Benancio Road. CSA 15 revenue is provided by annual assessments on 813 parcels, AB8 funds from general property tax and interest on fund balance. A budget appropriation is necessary to fund projects not initially included in the budget including improvements to park equipment, such as swings, playground areas, benches, tables and basketball courts. This request involves a project that the CSA does not currently have funding for but is willing to implement if funding is provided.

The proposed pilot project is called the Toro Park Pilot Project No. 2 ("Project"). This project is an evolution of the previous Toro Park Pilot Project, which took place from July 12, 2024, to July 11, 2025. In that previous project, concerns regarding safety and congestion on Portola Drive related to congestion along the State Route (SR) 68 Corridor, were expressed by the Toro Park and Serra Village neighborhoods. In response, TAMC developed a pilot project to redirect traffic from Portola Drive back onto SR 68. The Toro Park Pilot Project was identified and developed by TAMC, partnering with the County of Monterey, and community members including residents of Toro Park and Serra Village, to help define a long-term solution to keep traffic from diverting off SR 68, the Monterey-Salinas Highway.

At the July 8, 2025 Board of Supervisors' Meeting, TAMC and the County entered into a Regional Reimbursement Agreement (Agreement) to allow the County to receive reimbursement for implementing the original pilot project.

Since ending the first pilot project, there have been continued concerns of the return of pre-project cut-through traffic into the community. Several meetings were held among TAMC, County, the School District, and members of the Homeowners' Associations (HOAs), to discuss lessons learned from the previous pilot and devise potential options for another pilot project. Through the course of these meetings, the proposed Project was created, that would address peak hour morning cut through traffic congestion impacting the Toro Park neighborhood. Unlike the previous pilot, this Project is designed to address the cut through morning traffic through a limited time-of-day partial road closure for westbound Portola Drive traffic, for the time period of approximately 6:00AM to 9:00AM, Monday through Friday, coinciding with the school traffic and school year. The Project implements a partial road closure and will block westbound traffic at the driveway of Toro Elementary School, between the intersections of Torero Drive and Portola Drive, and Davenrich Street and Portola Drive; thereby prohibiting vehicles from entering the highway from Torero Drive. After the morning partial closure period, the road closure will be taken down. This will allow two-way travel along Portola Drive, as though the road closure did not exist. It will then be reinstated the following workday in a cyclic fashion. The partial road closure is expected to improve traffic flow and reduce the daily 20-minute wait that many Salinas commuters experience. Slight revisions to the plan may occur to address specific issues that arise during the Project.

The Project is expected to be implemented on August 6, 2025 (the start of school) to provide an opportunity to observe traffic patterns and make adjustments as needed. The Project is expected to be in effect through June 2026. Throughout the pilot phase, traffic will be monitored closely, and feedback will be collected from the community. Following completion of the pilot phase, traffic data will be reviewed, and permanent solutions will be assessed for consideration.

On Saturday, July 26, 2025, a town hall was held with the Toro Park community to discuss this Project. The community provided consensus with the Project. Through the course of the dialogue, it was recommended that the CSA 15 be the implementers of the Project. Subsequently, the CSA 15 Advisory Committee held a Special Meeting on July 31, 2025, where they agreed to implement the Project, with the use of outside funds to reimburse the CSA for the expenses.

CSA 15 is willing to implement the proposed Toro Park Pilot Project No. 2, with implementation costs estimated to be $100,000.

CEQA

This project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to section 15301 of the CEQA Guidelines as a Class 1 exemption for minor alteration of existing public facilities, which includes minor alterations to existing streets and other similar alterations that do not create additional automobile lanes. This project would convert an existing intersection into a roundabout and would not involve the creation of additional lanes.

OTHER AGENCY INVOLVEMENT:

PWFP coordinated this recommendation with the County Administrative Office Budget & Analysis Division. The Project involves a partnership and collaboration among TAMC, Caltrans District 5, the School District, CSA 15, the various Homeowners' Associations (HOAs) in Toro Park, and the County. This item was supported and directed by the CSA 15 Advisory Committee at its July 31, 2025 Special Meeting. This item was supported by the Budget Committee at its April 10, 2025, meeting.

FINANCING:

Total estimated cost for the project is $100,000. If this is approved, the FY 2025-26 Adopted Budget appropriations for County Service Area 15-Toro Park/Serra Village (Fund 056, Appropriation Unit PFP010) will increase by $100,000, funded by an operating transfer from Road Fund's Community Roads Maintenance Program (CRMP) fund of Supervisorial District 5.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES

The recommended action supports the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety. The Project will address the cut through traffic from drivers who use Portola Drive to avoid the recurring congestion along SR 68 during commute hours and will help alleviate traffic congestion for residents and enhance safety for children and families traveling to school or work.

___ Economic Development
___ Administration
___ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks
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 - Resolution
Attachment B - Location Map

ATTACHMENT A

Board of Supervisors
County of Monterey, State of California

Resolution No. 25- ____

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.	

WHEREAS, County Service Area 15 (CSA No. 15) is responsible for the repair and maintenance of park equipment, such as swings, playground areas, benches, tables and basketball court;

WHEREAS, properly functioning equipment is necessary for the safety and enjoyment of the public,

WHEREAS, CSA No. 15 is also responsible for tree trimming and maintenance within the parks and open space areas;

WHEREAS, a traffic safety issue has been brought up by the local community in Toro Park;

WHEREAS, the Transportation Agency for Monterey County (TAMC), County Public Works, the local school district, the Homeowners' Associations, and CSA 15 have discussed a second pilot project called the "Toro Park Pilot Project Phase 2";

WHEREAS, funding exists in Road Fund's Community Roads Maintenance Program (CRMP) fund of Supervisorial District 5;

WHEREAS, CSA 15 is willing to implement the Toro Park Pilot Project Phase 2;

WHEREAS, for CSA No. 15, it is necessary to increase the FY 2025-26 Adopted Budget appropriations in Fund 056, Appropriation Unit PFP010, by $100,000, 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; and

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

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.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this 5th 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 5, 2025.

Dated:
File Number: _____

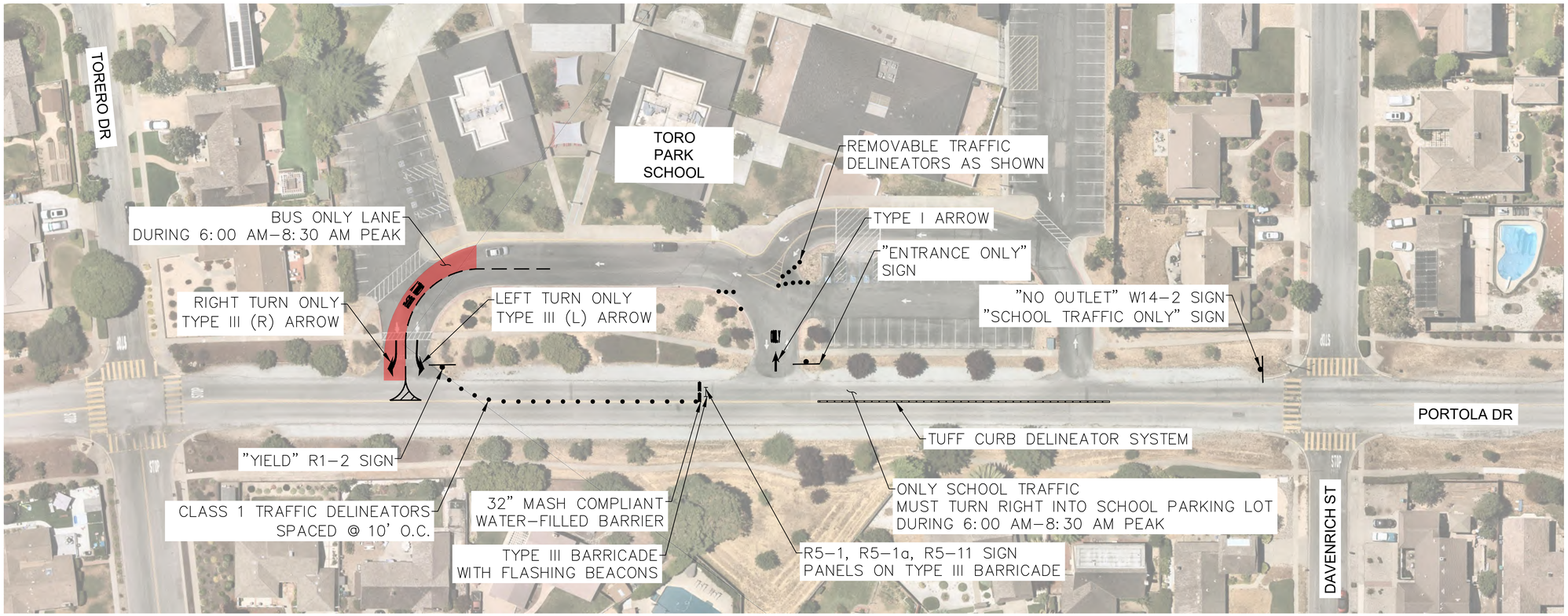
Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

Attachment B

LEGEND

- TRAFFIC DELINEATORS
- WATER-FILLED BARRIER
- TYPE III BARRICADE



TUFF CURB DELINEATOR SYSTEM

WATER-FILLED BARRIER

TYPE III BARRICADE

CLASS 1 DELINEATOR

R1-2

R5-1

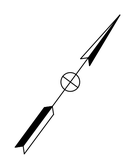
R5-1a

R5-11

R14-2

NOTES

1. LEFT TURN PROHIBITION MAY BE REQUIRED ON SR-68 FOR E/B TRAFFIC ENTERING TORERO DR DURING 6:00 AM-10:00 AM.



DRAFT
NOT FOR CONSTRUCTION

GRAPHIC SCALE IN FEET
0 20 40 80

TAMC · Caltrans · Kimley»Horn

TORO PARK PILOT PROJECT
INTERIM DESIGN CONCEPT PLAN

TORO PARK SCHOOL TRAFFIC CONCEPT
SHEET 1 OF 2
JANUARY 2025

County of Monterey

Board Report

Legistar File Number: 25-563

Item No.45

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

August 05, 2025

Introduced: 8/1/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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"

Docusign Envelope ID: 610B0AFF-5958-41D8-8AF3-705C8D861A8F

Introduced: 7/24/2025 **Current Status:** Agenda Ready

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

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 $1,087,814.23, 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 $1,087,814.23 from General Fund 001, Appropriation Unit AUD001, to Gonzales Unified SFID No. 1, Fund 810 (4/5th Vote Required).

RECOMMENDATION:

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

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 $1,087,814.23, 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 $1,087,814.23 from General Fund 001, Appropriation Unit AUD001, to Gonzales Unified SFID No. 1, Fund 810 (4/5th Vote Required).

SUMMARY/DISCUSSION:

The Gonzales Unified School District (GUSD) has two areas for issuance and repayment of bond indebtedness: a districtwide area and a School Facilities Improvement District (SFID) area within the larger districtwide area. An administrative error in the bond repayment tax rate calculation caused the GUSD bond tax rate to not be levied in the districtwide area, and the SFID area was over-levied from Fiscal Year 2021-2022 through 2024-25. It has been estimated that approximately 2,100 parcels in the SFID were overcharged and approximately 850 parcels in the greater GUSD were undercharged.

A corrective action plan of issuing bills to undercharged parcels and refunds to overcharged parcels

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has been developed to rectify this error.

A cash flow advance of $1,087,814.23 from the County General Fund Contingencies to GUSD SFID Debt Service Fund is requested to secure funds to facilitate refund issuance to over levied parcels while tax recovery from under levied parcels is pending.

Refund checks for the full amount of overpaid taxes, including interest, for the three fiscal years 2021-22, 2022-23, 2023-24, will be mailed by the Auditor-Controller's Office (ACO) to affected taxpayers in the SFID area by September 1, 2025. The details of the estimated refunds are provided in the attached Appendix A.

Taxes from under levied parcels are expected to be recovered through corrected property tax bills, with payments due on December 10, 2025, and April 10, 2026. Repayment to the County General Fund, covering the amount advanced from Contingencies, will be processed through ACO's Property Tax Apportionment based on actual collections received at the end of December 2025 and May 2026.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has advised to use the cash advance option for execution of refunds issuance.

FINANCING:
The recommended cash flow advance from the County General Fund Contingencies will be reimbursed via the property tax apportionment process, as tax recovery occurs from the rebilling of under levied parcels. To the extent that repayments are collected in FY 2025-26, those funds may be utilized to replenish the contingencies appropriation through a future board modification.

Full repayment of the cash advance is estimated to occur within five years considering some taxpayers may opt for a four-year payment plan option with the first payment due April 10, 2026, and concluding April 10, 2030.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The general fund cash flow advance aligns with the Board of Supervisors' Strategic Initiatives for Administration. The advance will facilitate the refunding of overpayment for the GUSD SFID area.

Mark a check to the related Board of Supervisors Strategic Initiatives
__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

DocuSigned by:
Jennifer Forsyth
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7/28/2025 | 2:44 PM PDT

Prepared by: Jennifer Forsyth, Auditor-Controller Analyst II, 755-5286
Approved by: Enedina Garcia, Assistant Auditor-Controller, 755-5084

Signed by:
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7/28/2025 | 2:45 PM PDT

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Attachments:
Board Report
Appendix A - Summary of Refund for Impacted Parcels

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RENEWAL AND AMENDMENT NO. 2 TO AGREEMENT BETWEEN MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD AND PAT DAVIS DESIGN GROUP FOR COMMUNICATION MATERIALS DEVELOPMENT

This Renewal and Amendment No. 2 is made to the Professional Services Agreement for the provision of outreach and other communications-related materials compliant with the requirements of the Workforce Innovation and Opportunity Act (WIOA), by and between Pat Davis Design Group, Inc., hereinafter "Contractor," and the Monterey County Workforce Development Board, hereinafter "MCWDB," both of which are collectively referred to as "the parties."

WHEREAS, effective July 1, 2022, the MCWDB and Contractor entered into an Agreement in the amount of $44,975 to provide WIOA-compliant outreach and communications materials ("the Agreement"); and

WHEREAS, effective July 1, 2023, the MCWDB and Contractor entered into Amendment No. 1 to increase the total amount of the Agreement by $35,000, for a total aggregate amount not to exceed $79,975, and extend the term for an additional year for the total aggregate term of July 1, 2022 through June 30, 2024; and

WHEREAS, effective July 1, 2024, the Agreement between the MCWDB and Contractor expired; and

WHEREAS, the MCWDB and Contractor wish to renew and amend the Agreement, pursuant to this Renewal and Amendment No. 2, to increase the total amount of the Agreement by $87,973, for a total aggregate amount not to exceed $167,948, and extend the term for one (1) additional year, for the total aggregate term of July 1, 2022 through June 30, 2025;

NOW THEREFORE, the MCWDB and Contractor hereby agree:

A. That the Agreement between the MCWDB and Contractor for outreach and communications materials, effective July 1, 2022, is hereby renewed retroactive to July 1, 2024, and

B. That the Agreement shall be amended, pursuant to this Renewal and Amendment No. 2, in the following manner:

1. Section IV (A) shall be amended by removing the language, "This Agreement shall be effective retroactive to July 1, 2022 and remain in full force and effective through June 30, 2024," and replacing it with **"This Agreement shall be effective July 1, 2022 and remain in full force and effective through June 30, 2025."**

2. Section IV (C) (1) shall be amended by removing the language, "Funding available for the project term of July 1, 2022 to June 30, 2024 is $79,975," and replacing it with **"Funding available for the project term of July 1, 2022 to June 30, 2025 is $167,948."**

3. Exhibit A, "Scope of Services," shall be amended by replacing it with Exhibit A-1, "Amended Scope of Services, Collateral Materials Development Services, July 1, 2022 through June 30, 2025," attached to this Renewal and Amendment No. 2.

4. Exhibit B-1, "Amended Budget Summary," shall be amended by replacing it with Exhibit B-2, "Amended Budget Summary, WIOA Communications Collateral Development, July 1, 2022 through June 30, 2025," attached to this Renewal and Amendment No. 2.

5. Exhibit C, "General Conditions, Assurances and Certifications," shall be amended by replacing it with Exhibit C-1, "Amended General Conditions, Assurances and Certifications, Workforce Innovation and Opportunity Act (WIOA)," attached to this Renewal and Amendment No. 2.

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Any individual executing this Renewal and Amendment No. 2 on behalf of the MCWDB or Contractor represents and warrants that he or she has the requisite authority to enter into this Renewal and Amendment No. 2 on behalf of such party and bind the party to the terms and conditions of Renewal and Amendment No. 2.

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

A copy of this Renewal and Amendment No. 2, including attachments, shall be attached to the original Agreement dated July 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 2 on the day and year written below.

MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

Chris Donnelly, Executive Director

Dated 9/10/2024

PAT DAVIS DESIGN GROUP, INC.

GDimotakis

George Dimotakis, President

Dated SEPTEMBER 3, 2024

Ronald M Deforest

Ronald Deforest, Project Manager

Dated September 3, 2024

Approved as to Form:

DocuSigned by:

Anne Brenton

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Deputy County Counsel

Dated 9/10/2024 | 4:18 PM PDT

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EXHIBIT A-1

AMENDED SCOPE OF SERVICES
Collateral Materials Development Services
July 1, 2022, through June 30, 2025

I. PROJECT OVERVIEW: The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (MCWDB) and Pat Davis Design Group (hereinafter, "Contractor") for the provision of high-quality outreach/marketing collateral and other communications-related materials to create a common theme in support of the various activities of the local workforce system.

II. PROJECT PERIOD: July 1, 2022 through June 30, 2025.

III. DUTIES AND RESPONSIBILITIES:

A. Contractor Role and Responsibilities:

Contractor shall design, develop content and layout, and produce appropriate outreach/marketing information in consultation with MCWDB staff. Contractor shall produce communications materials and templates in English and Spanish that are specific to different projects and customer groups in consultation and coordination with designated MCWDB staff.

1. Contractor will implement the following Internal Communications Plan and External Communications/Outreach Plan on behalf of MCWDB:

    a. Internal Communications Plan
        1) Goal: Align Employees with Business Goals
            a) Communicate the Board's vision and mission, ensuring employees understand the Board's direction and purpose.
            b) Share strategic objectives, clearly outlining the organization's goals and how individual roles contribute to them.
            c) Build employee engagement, motivating employees to be invested in the Board's success.
        2) Elevator Pitch
            a) Define the Board's value proposition
                i. Clearly articulate what unique value the career centers and Monterey County Works services offer to customers.
            b) Craft core message
        3) Other Internal Messaging Development
            a) Define key messages that align with the Board's goals.
            b) Ensure messages are clear, concise, and relevant.
            c) Channel Selection
                i. Choose appropriate channels for delivering messages (email, intranet, internal newsletter, etc.).
            d) Communication Calendar

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i. Create a schedule for delivering messages.
ii. Coordinate with other County departments and events.

e) Measurement and Evaluation
i. Regularly evaluate the internal communications plan and adjust as needed.

b. External Communications/Outreach Plan

1) The goals of the external communications/outreach plan are:
a) Enhance brand awareness and increase visibility and recognition.
b) Build brand reputation by developing a positive and consistent brand image.
c) Drive customer engagement, and foster relationships and loyalty.

2) Audience Analysis
a) Identify the target audience(s): customers, employers, community, etc.
b) Understand target audience needs, interests, and communication preferences.

3) Message Development
a) Craft key messages that align with the Board's brand and resonate with its audience.
b) Ensure messages are clear, concise, and compelling.

4) Channel Selection
a) Choose the most effective channels to reach the Board's target audiences (website, social media, press releases, advertising, public relations, etc.).
b) Consider channel strengths and weaknesses based on audience preferences and message type.

5) Collateral Assessment
a) Identify all existing marketing materials, including print, digital, and audiovisual formats.
b) Perform evaluation and assessment of each piece of collateral based on the following criteria:
i. Alignment with brand identity and messaging
ii. Effectiveness in communicating key selling points
iii. Visual appeal and design quality
iv. Target audience relevance
v. Overall impact and return on investment
c) Perform a gap analysis, identifying any missing collateral pieces or areas where existing materials are lacking.

6) Collateral Creation
a) Develop high-quality collateral that is informative, engaging, and relevant to MCWDB's audience.
b) Ensure content aligns with MCWDB's brand voice and messaging.
c) Examples of collateral to be produced:
i. Job seeker-targeted collateral
1. Program flyers
2. Automated Chatbot on website
3. Monthly eNewsletter
ii. Business-targeted collateral
1. Business Resources Guide (Micro-Website)

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2. Monthly eNewsletter
3. Year-End Report

7) Measurement and Evaluation
   a) Establish key performance indicators (KPIs) to measure the success of MCWDB's communications efforts.
   b) Regularly track and analyze metrics to identify areas for improvement.

2. Contractor will provide graphic design, layout, production, and other services as needed to support implementation of MCWDB's Internal Communications Plan and External Communications/Outreach Plan.

B. MCWDB Role and Responsibilities:

The MCWDB shall:

1. Meet with Contractor to provide information and content on priorities and projects to be supported through the development and production of outreach/marketing collateral and other communication-related materials.

2. Designate MCWDB staff as Contractor's point of contact to facilitate information exchange and provision of feedback.

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EXHIBIT B-2

AMENDED BUDGET SUMMARY
Communications Collateral Development
July 1, 2022 through June 30, 2025

The budget below pertains to the period from July 1, 2024 through June 30, 2025.

Task	Description	Cost Per Hour	Estimated Hours	Total Cost
1	Assessment of Current Collateral and Communications Materials	$ 95	96	$ 9,120
2	Graphic Design for Communications Templates (Digital Media, Print, etc.)	$ 95	504	$ 47,880
3	Monthly and Annual Reports	$ 95	96	$ 9,120
4	Project Management	$ 95	120	$ 11,400
5	Misc. (Stock Photos, Fonts, etc.)	Variable		$ 10,453
	TOTAL			**$ 87,973**

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EXHIBIT C-1

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by Pat Davis Design Group, Inc., hereinafter referred to as "Contractor."

1. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.

b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.

c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].

d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].

e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288), including the requirement to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL.

f. Contractor will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

a. **Corporate Registration:** Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.

b. **Contracting with Corporations with Felony Criminal Convictions Prohibited:** The Monterey County Workforce Development Board (MCWDB) and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

c. **Contracting with Corporations with Unpaid Tax Liabilities Prohibited:** The MCWDB and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a

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timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

d. **Expatriate Corporations**: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.

e. **Americans Disabilities Act (ADA):** Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)

f. **False Claims Act:** Contractor, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Contractor shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

g. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Contractor: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.

h. **Sectarian Activities:** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

i. **Domestic Partners:** For contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that it is in compliance with Public Contract Code § 10295.3.

j. **National Labor Relations Board:** Contractor (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC10296).

k. **Prior Findings:** Contractor, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

l. **Excluded Parties List**: The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.

m. **Drug-Free Workplace Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with

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the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The person's or organization's policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

(3) Every Contractor employee who works on this Agreement will:
   a. Receive a copy of the Contractor's drug-free policy statement; and
   b. Agree to abide by the terms of the Contractor's drug-free policy statement as a condition of employment on the Agreement.

(4) The Contractor must notify the MCWDB if an employee of the Contractor is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

(5) Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements if it is determined that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

n. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Contractor recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all Contractor's employees and is providing the names of all new Contractor's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

o. **Debarment and Suspension Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the Contractor, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall Contractor have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

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(3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.

(4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where Contractor is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

p. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.

q. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:

(1) No Federal appropriated funds have been paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) Contractor shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over $100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by United States Code, section 1352, Title 31. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

r. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.

s. **Sweatfree Code of Conduct:** All Contractors that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or

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supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements of the Sweatfree Code of Conduct.

t. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

u. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

(1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.

a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:

i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;

ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

b. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all Agreements that Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States

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has the right to seek judicial enforcement of this assurance.

c. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).

(2) Contractor will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.

(3) Contractor will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)

(4) Contractor will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).

(5) Contractor agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statues, regulations and policy. (Reference MCWDB Policy 2018-1 – Nondiscrimination and Equal Opportunity Procedures, accessible at: http://www.montereycountywib.org/policies/policies/).

(6) Contractor will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.

(7) Contractor will comply with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL.”

(8) Contractor shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

v. **Indemnification:**

(1) The following provision applies only if Contractor is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

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(2) The following provision applies only if the Contractor is a non-governmental entity: The Contractor agrees to the extent permitted by law, to indemnify, defend and hold harmless the MCWDB, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other 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 and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Contractor in the performance of this Agreement.

w. **Salary and Bonus Limitations:** Pursuant to P.L. 117-328, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of- living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including DOL programs. See TEGL 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that Contractor has read the above special condition and is in compliance.

x. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part

y. **Clean Air Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

z. **Air or Water Pollution Violation:** Under State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

3. STANDARDS OF CONDUCT

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the Agreement and avoiding any conflict of interest in its administration.

a. General Assurance: Every reasonable course of action will be taken by Contractor in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.

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b. **Conflict of Interest:** An executive or employee of Contractor, an elected official in the area or a member of the MCWDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))

c. **Buy-American:** Contractor agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner-Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305). For the purposes of this award, the Contractor is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.

d. **Nepotism:** Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.

e. **Procurement:** As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award. Contractor must additionally comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2019-02 – Procurement Standards and policy attachments; https://www.montereycountywdb.org/policy-procedures/).

f. **Flood Insurance**: The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq*., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the

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community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support.

g. **Architectural Barriers**: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

h. **Promoting Equitable Delivery of Government Benefits and Equal Opportunity**: The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, Contractors must execute the terms and conditions of their funding award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Contractors should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the funding award. Contractors are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their agreements in such a way to achieve equity.

i. **Publicity:** Pursuant to P.L. 117-328, Division H, Title V, Section 503, the Contractor is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

j. **Telecommunications Prohibition:** Contractors must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020). Contractors are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, any use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited, including telecommunications or video surveillance services

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provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

k. **Waste, Fraud, and Abuse:** No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

l. **Whisteblower Protection:** All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

m. **Historically Black Colleges and Universities, Other Minority Institutions:** Pursuant to Executive Order (EO) 12928, the Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

n. **Improving Access to Services for Persons with Limited English Proficiency:** As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

o. **Harassment Prohibited:** The Contractor is prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

(1) Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:

(2) Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or

(3) Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment

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from, or employment in the administration of or in connection with, any WIOA Title I financially assisted program or activity; or

(4) Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.

(5) Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

p. Health Benefits Coverage for Contraceptives: Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plan's Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

q. Health Benefits Coverage for Abortions Restricted: Pursuant to P.L. 117-328, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit a contractor from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

r. Fair Labor Standards Act Amendment for Major Disasters: Pursuant to P.L. 117-328, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

"(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
(A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
(B) who receives from such employer on average weekly compensation of not less than $591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
(i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
(ii) inspecting property damage or reviewing factual information to prepare

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damage estimates;

(iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;

(iv) negotiating settlements; or

(v) making recommendations regarding litigation.

(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

s. Lobbying/Advocacy Restricted: Pursuant to P.L. 117-328, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

t. Blocking Pornography Required: Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

u. Privacy Act: No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

v. Procuring Goods Obtained through Child Labor Prohibited: Pursuant to P.L. 117-328, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB's List of Products Produced by Forced or Indentured Child Labor webpage.

w. Promotion of Drug Legalization Restricted: Pursuant to P.L. 117-328, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

x. Purchase of Sterile Needles or Syringes Restricted: Pursuant to P.L. 117-328, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

y. Text Messaging While Driving: Contractors are strongly encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or when performing any work for or on behalf of the Monterey County Workforce Development Board (MCWDB).

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z. Restrictions Against the Creation or Research of Embryos: Pursuant to P.L. 117-328, Division H, Title V, Section 508, no Federal funds shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

aa. Trafficking in Persons Prohibited:

(1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.I of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. I of this grant award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as

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implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II. DOL/ETA right to terminate unilaterally that is described in paragraph a. II or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a. I of this award term in any subaward the award recipient makes to a private entity.

4. COORDINATION

a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, Contractor will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America's Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

b. Contractor shall not accept referrals for participant positions funded under this Agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of Contractor and shall not be charged to either this AGREEMENT or the participant under this Agreement.

5. SUBCONTRACTING

a. Contractor will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.

b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Contractor will be evidenced by a written Agreement specifying the terms and conditions of such performance.

c. Contractor will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

d. The system for awarding contracts will contain safeguards to insure Contractor does not contract

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with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. CONSULTANTS

Fees paid to a consultant who provides services under a program, shall be limited to $815 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

7. RESOLUTION

A county, city, district or other local public body must provide the MCWDB and the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an AGREEMENT, authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. FUNDING

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.

b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.

c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB and shall no longer be available to Contractor.

d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing Contractor is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of Contractor to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. FISCAL ACCOUNTABILITY

a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable

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financial reports.

b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.

c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from Contractor to justify reimbursement payments made under this AGREEMENT.

d. All expenditures must be reported on an accrual basis of accounting.

e. No cost shall be allowed under this AGREEMENT which is not specifically identified in Contractor's approved budget. Contractor shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by Contractor that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.

f. Contractor shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by Contractor from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. Contractor shall not use WOIA funds as security or payment for obligations or as loans for activities of other funded programs.

g. Contractor's personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of Contractor shall be compensated using WOIA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.

h. The MCWDB shall not pay, and Contractor shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by Contractor's employees during the term of this AGREEMENT.

i. In accordance with the requirements at 2 CFR 200.400(g), Contractor may not earn or keep any profit resulting from WOIA funds paid under this AGREEMENT, or other federal financial assistance.

j. Any excess of revenue over costs incurred for services provided by Contractor must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by Contractor to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Contractor ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.

k. Contractor shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This

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detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: http://www.co.monterey.ca.us/auditor/policies.htm.

10. PAYMENT OF AUTHORIZED EXPENDITURES

a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.

b. Contractor shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Contractor over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Contractor.

11. REQUIRED FUNDING INFORMATION IN PUBLIC COMMUNICATIONS

Pursuant to Public Law 117-328, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

a. The percentage of the total costs of the program or project which will be financed with Federal money;
b. The dollar amount of Federal funds for the project or program; and
c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

12. PERFORMANCE ACCOUNTABILITY

a. Contractor, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and Contractor shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.

b. It is the responsibility of Contractor to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective

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action plan shall consist of the following:

(1) Specific Actions to be taken
(2) The objective of each action
(3) Completion dates
(4) Person(s) responsible
(5) Result(s) to be accomplished

c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Contractor to achieve the specified results.

d. Failure of Contractor to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

13. MAINTENANCE OF EFFORT

Contractor shall comply with the following maintenance of effort requirements:

a. Contractor warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Contractor without assistance under WIOA.

b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

c. Contractor will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.

d. Contractor will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

14. AMENDMENTS

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

a. There is a decrease in Federal or State funding levels.

b. Funds awarded to Contractor have not been expended in accordance with the budget included in the approved Contractor's plan. This will occur if, after consultation with Contractor, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.

c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

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Except as provided above, the AGREEMENT may be amended only in writing by the mutual AGREEMENT of both parties.

15. REPORTING

a. Contractor will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to Contractor by the MCWDB.

b. Contractor shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. Contractor shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the MCWDB. These reports are due to the MCWDB, as requested in writing. Contractor also shall submit on a timely basis all required AGREEMENT supplemental documents.

16. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Contractor is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Contractor with ninety (90) days advance notice of termination of this Agreement for convenience.

b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.

    (1) In the event of breach of this Agreement by Contractor or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.

    (2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the MCWDB will be addressed to:

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Executive Director
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas, CA 93901

Notices to Contractor will be addressed to:

President George Dimotakis
Pat Davis Design Group, Inc.
333 University Avenue, Suite 200
Sacramento, CA 95825

17. RECORDS MAINTENANCE & RETENTION

a. If participants are served under this AGREEMENT, Contractor will use CalJOBS https://www.caljobs.ca.gov, online case management systems as prescribed by the County of Monterey.

b. Contractor will retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment of this AGREEMENT. If, at the end of three (3) years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)

c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the AGREEMENT. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Contractor's organization and its staff.

d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, Contractors should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

18. AUDITS

a. If Contractor expends $750,000 or more in a year in federal funds, CONTRACTOR shall submit an audit report that conforms to the requirements of 2 CFR part 200.501, subpart F (Single Audit.) OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Funds may be set aside in Contractor's budget in an amount equal to MCWDB'S fair share of the Contractor's cost of an A-133 independent audit, if required.

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b. The audit report shall ascertain and determine that no services provided by the Contractor under this AGREEMENT are duplicative of services provided to another agency from which Contractor receives funding and are not being reimbursed from funding received from another agency.

c. Contractor shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of the Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Contractor.

d. The audit report must be completed and sent to the MCWDB within six months of the end of each Fiscal Year covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, the Contractor shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.

e. Should Contractor not enter into an agreement with an outside auditor or should an audit not be performed on a timely basis, the MCWDB, at its discretion, may enter into an agreement with an independent auditor to perform the audit at Contractor's expense.

f. The Contractor shall submit to the MCWDB copies of management letters the auditor prepares for the Contractor as part of the audit engagement.

g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. Contractor must have auditor's proof of current licensing on file in Contractor's office. Contractor must submit a copy of the auditor's certification to practice in California to the MCWDB.

h. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Contractor must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.

i. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

19. DISALLOWED COSTS

a. Except to the extent that the State determines it will assume liability, Contractor will be liable for and will repay the MCWDB, any sums expended under this AGREEMENT found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the MCWDB.

b. Contractor shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.

c. If Contractor fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with Contractor effective immediately thereon.

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20. CONFLICTS

a. Contractor will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.

b. In the event of a dispute between the MCWDB and Contractor over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursing any remedy for relief otherwise available.

21. PROPERTY

a. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

(1) Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.
(2) If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.
(3) The following language must be on all workforce products developed in whole or in part with grant funds:

"*This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)'s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it*."

(4) Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

(5) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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b. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB and/or purchased by Contractor with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.

c. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of $1,000 at the time of purchase, and is expected to have a useful life of one year or more.

d. Contractor shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of $1,000 or more, and use expectancy in excess of one year.

e. Property records for non-expendable property shall be accurately maintained by Contractor and shall reflect the following:

   (1) a description of the property;
   (2) acquisition date and costs;
   (3) supplier; and
   (4) percentage of the cost of the property purchased with funds from this AGREEMENT.

f. Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, Contractor shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Contractor shall report it to the law enforcement authorities with that jurisdiction and Contractor shall provide a copy of the law enforcement report to the MCWDB.

22. CONFIDENTIALITY REQUIREMENTS

The MCWDB and Contractor will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The MCWDB and Contractor agree that:

a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information, except where disclosure is allowed by prior written approval of

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the Grant Officer or by court order. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a "need-to-know" basis.

c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

d. Contractor agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.

   (1) Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.

   (2) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

   (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

f. Contractor shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Contractor must provide notification to individuals pursuant to Civil Code Section 1798.82.

g. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires;

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and the prevention, detection, and minimization of water damage.

h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.

j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

l. If the MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Contractor agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service Contractors, or employees.

m. Contractor may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. Contractor shall ensure that it and all subcontractors comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by Contractor and its subcontractors:

   (1) All client information submitted over the Internet to Contractor and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within Contractor and/or subcontractor(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a Contractor and/or subcontractor(s) obtain confidential information, the AGREEMENT between Contractor and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. Contractor and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.

   (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the

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time the client or agency is using Contractor and/or subcontractor(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in Contractor and subcontractor(s) AGREEMENT scope of services.

(3) Contractor must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Contractor and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if Contractor's and/or subcontractor's resume-distribution services, or any other services are offered to the client.

(4) Contractor and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services Contractor and/or subcontractor(s) offers. Contractor and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to Contractor and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

(5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Contractor and/or subcontractor(s). Contractor shall be responsible to communicate such changes to its subcontractor(s) in the local area.

n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGee & Thielen Insurance Brokers, Inc. 3840 Rosin Court, Suite 245 Sacramento, CA 95834 www.mcgeethielen.com 0633187	CONTACT NAME: PHONE (A/C, No, Ext): 916-646-1919 FAX (A/C, No): 916-646-0995 E-MAIL ADDRESS:
INSURED Pat Davis Design Group, Inc. 333 University Avenue Suite 200 Sacramento CA 95825	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sequoia Insurance Company — 22985 INSURER B : Sentinel Insurance Company Ltd — 11000 INSURER C : The Hanover Insurance Company — 22292 INSURER D : ACE American Insurance Company — 22667 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 76383178 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:	✓		57SBABF7194	9/17/2023	9/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			57SBABF7194	9/17/2023	9/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			57SBABF7194	9/17/2023	9/17/2024	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		QWC1248741	12/31/2022	12/31/2023	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability/Tech E&O			LHFD770661	12/4/2022	12/4/2023	Each Claim: $2,000,000 claim/aggregate	
D	Cyber Liability			D9723369A	5/25/2023	5/25/2024	$2,000,000 Limit / $5,000 Deductible	
B	Employee Dishonesty			57SBABF7194	9/17/2023	9/17/2024	$10,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monterey County Workforce Development Board and the County of Monterey, and their officers, agents, and employees are additional insureds per the attached form SS 00 08 04/05. Insurance is primary and non-contributory per the attached blanket policy form SS 00 08 04/05.

CERTIFICATE HOLDER

Monterey County
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amber Greenberg

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MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

344 Salinas Street, Suite 101
Salinas, CA 93901

(831) 796-6434
(831) 796-3321 Facsimile

www.montereycountywdb.org

June 25, 2024

To Whom It May Concern:

This letter pertains only to the Agreement between Monterey County Workforce Development Board and the Pat Davis Design Group, Inc. for communications collateral development for the period from July 1, 2024 through June 30, 2025.

This letter changes the referenced Agreement only insofar as it relates to Monterey County's requirement for all contractor autos to be covered by an automobile liability policy which meets all other terms and conditions as described in the referenced Agreement.

Here, the Executive Director of the Monterey County Workforce Development Board is electing to waive the requirement for all auto liability insurance as stated in the Agreement, based on the statement of the Contractor that he/she will be using only hired and non-owned autos in the performance of this Agreement and therefore only hired and non-owned auto insurance is required.

In reliance thereon, the County will not require that Contractor's automobile insurance liability policy shall cover all autos. In the event that autos other than hired and non-owned autos are used in the performance of this Agreement, the insurance requirements in the Agreement will apply.

The signatures below constitute the agreement of Contractor to use only hired and non-owned autos in the performance of the referenced Agreement.

Contractor:

gDimotakis

George Dimotakis, President
Pat Davis Design Group, Inc.

SEPTEMBER 3, 2024
Date

Ronald M Deforest

Ron Deforest, Project Manager
Pat Davis Design Group, Inc.

September 3, 2024
Date

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POLICY NUMBER: 57 SBA BF7194

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF SANTEE
10601 MAGNOLIA AVENUE
SANTEE, CA 92071

MONTEREY WORKFORCE DEVELOPMENT BOARD AND COUNTY OF MONTEREY
344 SALINAS STREET,
APT/SUITE 101,
SALINAS, CA 93901
RE: LOC 03 BLDG 001

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. **MEDICAL EXPENSES**

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. **COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

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b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

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(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

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b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-16421
a. Approve and authorize the Executive Director of the Monterey County Workforce Development Board (MCWDB) to execute Amendment No. 1 with Pat Davis Design Group, Inc., to design and produce outreach and other communication-related materials, effective July 1, 2022, through June 30, 2024, in an aggregate amount not to exceed $79,975; and
b. Authorize the Executive Director of the MCWDB the option to extend the Agreement in writing by one additional year, subject to County Counsel review, so long as the amendment does not exceed 10% ($7,998) and does not substantially change the scope of work, not to exceed a maximum of $87,973.

PASSED AND ADOPTED on this 27th day of June 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 27, 2023.

Dated: June 28, 2023
File ID: 23-527
Agenda Item No.: 81

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT BETWEEN MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD AND PAT DAVIS DESIGN GROUP FOR COMMUNICATION MATERIALS DEVELOPMENT

This Renewal and Amendment No. 1 is made to the Professional Services Agreement for the provision of outreach and other communications-related materials compliant with the requirements of the Workforce Innovation and Opportunity Act (WIOA), by and between Pat Davis Design Group, Inc., hereinafter "Contractor," and the Monterey County Workforce Development Board, hereinafter "MCWDB," both of which are collectively referred to as "the parties."

WHEREAS, effective July 1, 2022, the MCWDB and Contractor entered into an Agreement in the amount of $44,975 to provide WIOA-compliant outreach and communications materials ("the Agreement"); and

WHEREAS, the MCWDB and Contractor wish to renew the Agreement, pursuant to this Renewal and Amendment No. 1, to increase the total amount of the Agreement by $35,000 for a total aggregate amount not to exceed $79,975, retroactive to July 1, 2023, for the total aggregate term of July 1, 2022 through June 30, 2024; and extend the term of the Agreement for one (1) additional year.

NOW THEREFORE, the MCWDB and CONTRACTOR hereby agree to amend the Agreement, pursuant to this Renewal and Amendment No. 1, in the following manner:

1. Section IV (A) shall be amended by removing the language, "This Agreement shall be effective retroactive to July 1, 2022 and remain in full force and effective through June 30, 2023," and replacing it with **"This Agreement shall be effective July 1, 2022 and remain in full force and effective through June 30, 2024."**

2. Section IV (C) (1) shall be amended by removing the language, "Funding available for the project term of July 1, 2022 to June 30, 2023 is $44,975" and replacing it with **"Funding available for the project term of July 1, 2022 to June 30, 2024 is $79,975."**

3. Section IV (C) (2) shall be further amended by removing the language, "Contractor will provide an invoice to MCWDB for the services as described in Tasks 1 through 7 on the Budget Summary table. MCWDB will make payments for the activities supporting the completion of Tasks 1 through 7," and replacing it with **"Contractor will provide an invoice to MCWDB for the services as described in Tasks 1 through 5 on the Budget Summary table. MCWDB will make payments for the activities supporting the completion of Tasks 1 through 5."**

4. Exhibit B, "Budget Summary," shall be amended by replacing it with Exhibit B-1, "Amended Budget Summary, Communications Collateral Development, July 1, 2022 through June 30, 2024," attached to this Renewal and Amendment No. 1.

Any individual executing this Renewal and Amendment No. 1 on behalf of the MCWDB or Contractor represents and warrants that he or she has the requisite authority to enter into this Renewal and Amendment No. 1 on behalf of such party and bind the party to the terms and conditions of the Renewal and Amendment No. 1.

Except as provided herein, all remaining terms, conditions and provisions 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.

A copy of this Renewal and Amendment No. 1, including attachments, shall be attached to the original Agreement dated July 1, 2022.

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IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 1 on the day and year written below.

MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

Chris Donnelly, Executive Director

Dated 7/7/2023

PAT DAVIS DESIGN GROUP, INC.

GDimotakis

George Dimotakis, President

Dated JUNE 7, 2023

Ronald M Deforest

Ronald Deforest, Project Manager

Dated June 7, 2023

Approved as to Form:

DocuSigned by:
Anne Brenton
44E083B3FBEA412...

Deputy County Counsel

Dated 7/10/2023 | 4:41 PM PDT

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EXHIBIT B-1

AMENDED BUDGET SUMMARY
Communications Collateral Development
July 1, 2022 through June 30, 2024

The budget below pertains to the period from July 1, 2023 through June 30, 2024.

Task	**Description**	**Cost Per Hour**	**Estimated Hours**	**Total Cost**
1	Graphic Design for Communications Templates (Digital Media, Print, etc.)	$95	220	$ 20,900
2	Collateral Material User Guide Updates	$95	20	$ 1,900
3	Quarterly and/or Annual Report	$95	70	$ 6,650
4	Project Management	$95	48	$ 4,560
5	Misc. (Stock Photos, Fonts, etc.)	$45	22	$ 990
	TOTALS		**376**	**$ 35,000**

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MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

344 Salinas Street, Suite 101
Salinas, CA 93901

(831) 796-6434
(831) 796-3321 Facsimile

www.montereycountywdb.org

June 6, 2023

To Whom It May Concern:

This letter pertains only to the Agreement between Monterey County Workforce Development Board and the Pat Davis Design Group, Inc. for the provision of design, development, and production of outreach/marketing and communications collateral materials for the period from July 1, 2023 through June 30, 2024.

This letter changes the referenced Agreement only insofar as it relates to Monterey County's requirement for all contractor autos to be covered by an automobile liability policy which meets all other terms and conditions as described in the referenced Agreement.

Here, the Executive Director of the Monterey County Workforce Development Board is electing to waive the requirement for all auto liability insurance as stated in the Agreement, based on the statement of the Contractor that he/she will be using only hired and non-owned autos in the performance of this Agreement and therefore only hired and non-owned auto insurance is required.

In reliance thereon, the County will not require that Contractor's automobile insurance liability policy shall cover all autos. In the event that autos other than hired and non-owned autos are used in the performance of this Agreement, the insurance requirements in the Agreement will apply.

The signatures below constitute the agreement of Contractor to use only hired and non-owned autos in the performance of the referenced Agreement.

Contractor:

GDimotakis
George Dimotakis, President
Pat Davis Design Group, Inc.

JUNE 7, 2023
Date

Ronald M Deforest
Ron Deforest, Project Manager
Pat Davis Design Group, Inc.

June 7, 2023
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGee & Thielen Insurance Brokers, Inc.
3840 Rosin Court, Suite 245
Sacramento, CA 95834

www.mcgeethielen.com 0633187

CONTACT NAME: Amber Greenberg
PHONE (A/C, No, Ext): 916-561-4614 **FAX (A/C, No):** 916-561-4658
E-MAIL ADDRESS: agreenberg@mcgeethielen.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sequoia Insurance Company	22985
INSURER B : Sentinel Insurance Company Ltd	11000
INSURER C : The Hanover Insurance Company	22292
INSURER D : ACE American Insurance Company	22667
INSURER E :	
INSURER F :	

INSURED
Pat Davis Design Group, Inc.
333 University Avenue
Suite 200
Sacramento CA 95825

COVERAGES **CERTIFICATE NUMBER:** 70234957 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	✓ COMMERCIAL GENERAL LIABILITY	✓		57SBABF7194	9/17/2022	9/17/2023	EACH OCCURRENCE	$ 2,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	☐ OTHER:							$
B	**AUTOMOBILE LIABILITY**			57SBABF7194	9/17/2022	9/17/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			QWC1184205	12/31/2021	12/31/2022	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability/Tech E&O			LHFD770661	12/4/2021	12/4/2022	Each Claim: $2,000,000 claim/aggregate	
D	Cyber Liability			D9723369A	5/25/2022	5/25/2023	$2,000,000 Limit / $5,000 Deductible	
B	Employee Dishonesty			57SBABF7194	9/17/2022	9/17/2023	$10,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monterey County Workforce Development Board and the County of Monterey, and their officers, agents, and employees are additional insureds per the attached form SS 00 08 04/05. Insurance is primary and non-contributory per the attached blanket policy form SS 00 08 04/05.

CERTIFICATE HOLDER

Monterey County
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amber Greenberg
Amber Greenberg

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57SBABF7194

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

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b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

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(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

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b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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POLICY NUMBER: 57 SBA BF7194

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF SANTEE
10601 MAGNOLIA AVENUE
SANTEE, CA 92071

MONTEREY WORKFORCE DEVELOPMENT BOARD AND COUNTY OF MONTEREY
344 SALINAS STREET,
APT/SUITE 101,
SALINAS, CA 93901
RE: LOC 03 BLDG 001

Docusign Envelope ID: E4EE96E5-EF9A-4F52-B034-0E9B0023FDC4

AMENDMENT No. 1 TO NON-STANDARD AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & NORTH COUNTY FIRE PROTECTION DISTRICT

THIS AMENDMENT is made to the non-Standard AGREEMENT ("AGREEMENT") dated August 1, 2022, for housing of radio equipment and a wall mounted cabinet by and between NORTH COUNTY FIRE PROTECTION DISTRICT, 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 through July 31, 2030; and

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Term of Agreement shall be amended by updating the term to August 1, 2022, through July 31, 2030.

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

   A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT.

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Docusign Envelope ID: E4EE96E5-EF9A-4F52-B034-0E9B0023FDC4

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel:

Samuel Beiderwell, Deputy COUNTY Counsel

Dated:

NORTH COUNTY FIRE PROTECTION DISTRICT

DocuSigned by:

By: 8558F230DD2C4BE...

Chief Joel Mendoza

Dated: 7/24/2025 | 8:49 AM PDT

By:

Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*

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.

Docusign Envelope ID: 60F66904-0477-4E55-A5DB-D1149F6159E2

AGREEMENT FOR TEMPORARY TRANSFER OF FUNDS

This Temporary Transfer of Funds Agreement is entered into July 22, 2025, (the "effective date") by and between the **County of Monterey** ("County") and the **Resource Conservation District of Monterey County** ("RCD"), collectively "the **Parties**."

WHEREAS, RCD anticipates being without sufficient funds to meet their operating expenses in FY2025/26 due to timing of their grant revenues and has requested a temporary transfer of funds pursuant to the California Constitution, Article 16, Section 6;

WHEREAS, RCD does not receive property tax revenues;

WHEREAS, RCD's main source of revenue is governmental grants, which grant funds are deposited in, and in custody of, the Monterey County Treasury and which are paid out solely

WHEREAS, County has reviewed and analyzed anticipated revenues and cash projections provided by RCD Staff that will allow RCD to meet repayment of transfer at the Repayment date;

through the Office of the Monterey County Treasurer-Tax Collector;

WHEREAS, County agrees to transfer a fixed amount of money; and

WHEREAS, the amount of transfer will not exceed 85% of anticipated revenues accruing to RCD in the current fiscal year;

NOW THEREFORE, in consideration of conditions contained herein, the Parties agree as follows;

1. **Temporary Transfer Amount**. The County will transfer RCD **$800,000,** as a temporary transfer of funds. (the "Transfer")

2. **Interest Rate**. The Parties agree the Interest Rate for this temporary transfer of funds will be the rate equivalent to the average rate of return currently earned on deposits in the County Treasury.

3. **Temporary Transfer Term**. This Temporary Transfer shall be for a period of ten months.(July 2025 through April 2026)

4. **Repayment**. The Parties agree RCD shall pay County $800,000, plus interest accrued, in two installments of $400,000 per payment. The first installment will be paid no later than December 31, 2025. The second installment will be paid no later than April 30, 2026. The Parties agree the County will transfer each amount directly from RCD's cash account (Fund 621) held at the County's Treasury Pool no later than the dates mentioned in this paragraph. The transfer shall be repaid from RCD's revenues before any other obligation is met from such revenue.

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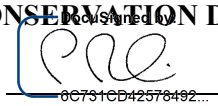
RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY

Officer Signature:  _____

Officer Name and Title: Paul Robins Executive Director

Date: 7/22/2025 | 11:45 AM PDT

COUNTY OF MONTEREY

Officer Signature: _____

Officer Name and Title: _____

Date: _____

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

AMENDMENT No. 2 TO NON-STANDARD AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & GRANICUS, LLC

THIS AMENDMENT is made to the non-Standard AGREEMENT ("AGREEMENT") dated July 17, 2021, for govAccess Plus Edition Content Management system (CMS) Subscription Services to support Monterey County's website by and between GRANICUS, LLC, 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 amended the AGREEMENT (No. 1) increasing the contract by $49,500 for a total not to exceed amount of $94,500, and extended the term through August 31, 2027; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT (No. 2) (Q-459227) to increase the contract by $99,676 for a total contract not to exceed $194,176, and extend the term through August 31, 2030; and

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall be amended for a not exceed sum of $194,176.

2. Term of Agreement shall be amended by updating the term end date to August 31, 2030.

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

A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT and AMENDMENT No. 1.

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Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

MONTEREY COUNTY	Granicus, LLC **CONTRACTOR**
	DocuSigned by: Greg Eck 71EB6CB5D848403... By: Greg Eck
Contracts/Purchasing Officer	Signature of Chair, President, or Vice-President Senior Manager, Contracts
Dated:	Dated: 7/18/2025
Approved as to Fiscal Provisions:	DocuSigned by: Alex Bern 0F7DAA9D3DAD473... By:
Deputy Auditor/Controller	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer* Contracts Manager
Dated:	Dated: 7/18/2025
Reviewed as to Liability Provisions *Office of the County Counsel-Risk Management:*	
David Bolton, Risk Manager	
Dated:	
Approved as to Form *Office of the County Counsel* *Susan K. Blitch, County Counsel:*	
Samuel Beiderwell, 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.

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

GRANICUS

THIS IS NOT AN INVOICE

Order Form

Prepared for
Monterey County CA

Granicus Proposal for Monterey County CA

ORDER DETAILS

Prepared By:	Korgbae Freeman
Phone:	
Email:	korgbae.freeman@granicus.com
Order #:	Q-459277
Prepared On:	18 Jun 2025
Expires On:	31 Aug 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	31 Aug 2025
Initial Order Term End Date:	31 Aug 2030
Period of Performance:	01 Sep 2025 - 31 Aug 2026

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PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess Plus Edition	Annual	1 Each	$16,776.33
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Annual	1 Each	$1,262.26
		SUBTOTAL:	**$18,038.59**

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FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	01 Sep 2026 - 31 Aug 2027	01 Sep 2027 - 31 Aug 2028	01 Sep 2028 - 31 Aug 2029	01 Sep 2029 - 31 Aug 2030
govAccess Plus Edition	$17,615.15	$18,495.90	$19,420.70	$20,391.73
govAccess - Maint/Hosting/License Fee - Branded w/Domain	$1,325.37	$1,391.64	$1,461.22	$1,534.28
SUBTOTAL:	**$18,940.52**	**$19,887.54**	**$20,881.92**	**$21,926.01**

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PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:

: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
govAccess Plus Edition	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization -DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Maintenance, Hosting and Licensing includes the following for Independent Subsite(s) covered by the subscription: • Monthly Software Updates • Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) • Training Webinars and On-Demand Video Library • Best Practice Webinars and Resources • DDoS Mitigation • Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-459277 dated 18 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Monterey County CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 01 Sep 2021 are incorporated herein by reference.

Docusign Envelope ID: 63B4BBE6-33B6-439C-8449-1337A16D4AA3

GRANICUS

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-459277 dated 18 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement.
The undersigned also understands the services and terms.

Monterey County CA	
Signature:	
Name:	
Title:	
Date:	

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LETTER OF AGREEMENT FOR THE ALLIANCE HOUSING FUND

SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION
AND
COUNTY OF MONTEREY,

on behalf of the

COUNTY OF MONTEREY HEALTH DEPARTMENT

This Letter of Agreement for the Alliance Housing Fund ("Agreement"), effective upon the date of the last signature ("Effective Date"), is entered into between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health ("Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981, and County of Monterey, on behalf of the County of Monterey Health Department ("Partner"), having a principal place of business at 1270 Natividad Road Salinas, CA 93906.

Recitals

Whereas, the Alliance has established the Alliance Housing Fund ("Alliance Housing Fund") to offer awards to health care providers and community organizations to support efforts that advance the Alliance mission to provide accessible, quality health care guided by local innovation in the Alliance's service area;

Whereas, the Alliance may award Alliance Housing Fund funds to Alliance contracted providers and non-contracted organizations;

Whereas, the Alliance has agreed to award Partner Alliance Housing Fund funds, contingent upon Partner's performance as set forth herein, to be used by Partner for the purpose of performing the project described in the Statement of Work attached as Exhibit 1 (the "Project") and Partner desires to receive Alliance Housing Fund funds from the Alliance for performing the Project;

Now Therefore, the Alliance and Partner agree that all funds awarded to Partner under the Alliance Housing Fund shall be subject to the terms and conditions of this Agreement.

1. Alliance Housing Fund Background. The Alliance established the Alliance Housing Fund to fund projects in the areas of permanent housing, recuperative care, and short-term post-hospitalization housing. The Alliance earned funds from the Housing and Homelessness Incentive Payment Program ("HHIP"), a voluntary incentive program that enabled Medi-Cal managed care plans ("MCPs") to earn incentive funds for making progress in addressing homelessness and housing insecurity as social determinants of health. The Alliance shall utilize HHIP funds earned by the Alliance to fund the Alliance Housing Fund in a manner consistent with the terms of HHIP, any terms imposed as a condition of federal approval of HHIP, and any Department of Health Care Services ("DHCS") guidance related to HHIP. The Alliance may also utilize funds from the

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Alliance's Medi-Cal Capacity Grant Program ("MCGP") to fund the Alliance Housing Fund as the Alliance deems appropriate. The Partner submitted a letter of intent to the Alliance containing Partner's gaps and needs information ("Letter of Intent"), which the Alliance relied upon in determining the terms of this Agreement, including but not limited to the terms of the Statement of Work attached to this Agreement as Exhibit 1 and hereby incorporated by reference ("SOW"). The actual amount of the funds awarded to Partner ("Award") shall be determined by and contingent upon Partner's completion of the Project as outlined in the SOW. For purposes of this Agreement, "Medi-Cal eligible individuals" or "Medi-Cal eligible residents" shall mean individuals with incomes that meet the then-current Medi-Cal eligibility income limits, regardless of whether such individuals meet any other Medi-Cal eligibility requirements unrelated to income.

2. Statement of Work. Subject to the terms and conditions stated in this Agreement, the Alliance agrees to provide the Award to Partner for completing the Project described in the SOW. Partner represents and warrants to the Alliance that: (i) Partner's performance under this Agreement shall be conducted with due diligence and in a competent, efficient, timely manner, and in full compliance with the highest professional standards of practice in the industry; (ii) if Partner's work requires any licenses, Partner has, or will have prior to commencement, obtained all such licenses and all such licenses shall be in full force and effect during the Funding Term; (iii) the Project, when completed, will be in conformity with all of the requirements set forth in this Agreement and will be free of material errors or defects.

3. Liaisons. The Alliance and Partner will each designate a liaison(s) to serve as a point of contact for activities performed related to this Agreement (each, a "Liaison") as set forth in the applicable SOW.

4. Utilization and Amount of Award. The amount of the Maximum Award shall be set forth in the SOW reflects the Project funding needs described in Partner's Letter of Intent. Partner acknowledges and agrees that the actual Award shall be granted in consideration of and on condition that Partner expends Award funds only for the purpose of performing its obligations as set forth in this Agreement. To the extent that Partner anticipates it will be unable to utilize or does not actually utilize any portion of the Award funds to perform the Project in conformance with the terms of this Agreement, the SOW, and the Project Plan, Partner shall notify the Alliance and return any such Award funds. Partner agrees to assume any obligation to furnish any additional funds that may be necessary to complete and maintain the Project described in this Agreement and the SOW. All costs accrued prior to the Effective Date are not eligible for reimbursement unless specifically provided for in the terms of the SOW.

5. Payment Schedule. The schedule for the payment of the Award is set forth in the SOW.

6. Payment Documentation. The timing, scope, and format of the documentation that Partner shall provide to the Alliance to request funds is set forth in the SOW. The Alliance reserves the right to request additional documentation as it deems necessary to validate the use of Award funds, either before or after use by Partner, and shall have the right at its sole

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discretion to withhold any payment pending any questions that it may have regarding the use of funds. The Alliance reserves the right to enter into a separate agreement with a third party to ensure that the covenants of this Agreement are met by the Partner, including but not limited to those of the SOW.

7. Recoupment. Should Partner only partially achieve certain Milestones despite Partner's good faith attempt to complete the Milestones in their entirety, the Alliance may assess whether and to what extent partial payment is appropriate. If the Alliance determines that the Partner's partial Milestone achievement effectively supports Project goals, then the Alliance may, at its sole discretion, award partial payment in an amount the Alliance deems appropriate for the Partner's contribution to the Project goals. Notwithstanding the foregoing, the Alliance shall be under no obligation to award partial payments for incomplete Milestones. It is at the Alliance's sole discretion to determine if Partner must return part or all of any Award payment for partially-completed Project Milestones. Partner agrees to return any Award payments that Partner already received under this Agreement for incomplete Milestones as the Alliance may direct, even if such funds were properly used.

8. Disputed Amounts. The Alliance shall be permitted to withhold payment of any amounts for which the Alliance, in good faith, disputes or contests, including reducing such payment amounts by a recoupment consistent with the above terms. In the event of a good faith dispute pursuant to which the Alliance believes it is entitled to withhold or recoup payments, the Alliance may withhold payment of the disputed amount provided that, within thirty (30) calendar days following the Alliance's receipt of the progress or final report which initiates the interim or final payment and which the Alliance in good faith deems to be in dispute, the Alliance shall notify Partner in writing with a detailed explanation stating the factual basis for the Alliance's withholding or recoupment of payment. To contest such withheld amounts, Partner must, within ten (10) calendar days following receipt of the Alliance's notice of disputed amounts, respond to the Alliance in writing with a detailed explanation stating the factual basis, if any, for Partner, in good faith, demanding payment on any amount in dispute. Parties shall negotiate in good faith to resolve the dispute before pursuing other available legal remedies.

9. Permissible Use of Funds. Award funds may only be used for the purpose of paying expenses that are actually incurred by Partner in carrying out the SOW and Project Plan during the Funding Term for which the Award has been provided (as defined in Section 18), or during such other period of time as the Alliance may explicitly agree to in this Agreement or the final approved Project Plan. Expenses that may be funded by Alliance Housing Fund funds are those described in the final approved Project Plan. Partner is responsible for ensuring that actual expenditures are for eligible Project costs.

a. Funds may be used for capital expenditures only, which can include site development, design services, site investigations, constructed or modular buildings, equipment, and furnishings that are necessary for the delivery of care or equipment essential to the operation of the facility. However, funds cannot be used for the following purposes, and any amounts budgeted for such unapproved uses will be deducted from payment amounts awarded hereunder:

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i. The Award cannot be used for rental subsidies, operating costs, or services.

ii. No part of the Award may be used to fund administrative services or other operating expenses of the Partner, regardless of whether such administrative services or other operating expenses would be utilized to support the completion of the Project.

iii. No part of the Award may be used to fund expenses related to religious activities, lobbying, or political action by the Partner.

iv. Unless specifically provided for in the terms of the approved Project Plan or SOW, in the event that the Award provides funding for a project that was already in progress on the Effective Date, no part of the Award may be used to fund costs accrued for activities completed or costs incurred prior to the Effective Date.

v. Partner may not use Award funds to cover expenditures that have already been funded through other sources.

vi. All Project-related costs are site-specific, and must relate to, occur, or be used at the single proposed site that is contained in the Agreement.

10. Reporting. Partner shall provide the Alliance with two progress reports due upon completion of each Milestone phase as indicated in the Payment Schedule set forth in the SOW and such other documentation as may be required under the SOW. Partner shall also provide a final report due one (1) calendar year from the Phase Three Completion Date, but in any event no later than the end of the Funding Term. The reporting templates will be provided by the Alliance and available on the Alliance's online incentives portal. Partner will submit the progress and final reports through the Alliance's online incentives portal. Failure to submit these report(s) will be considered a material breach of this Agreement, may delay interim or final payments of the Award and may disqualify Partner from receiving future funding from the Alliance.

11. Evaluation and Monitoring. The Alliance may monitor and conduct evaluation of operations under this Agreement. This may include a visit from Alliance staff to observe the Partner's operations related to the Project and the Award, discuss the Project and program activities with the Partner's personnel, and review financial or other records and materials connected with the Project activities financed by the Award.

12. Corrective Action. While uncommon, there may be extraordinary and rare circumstances in which the Alliance deems it necessary or desirable to utilize a corrective action plan for modifying the Agreement terms to facilitate the Partner's compliance with its terms, including adjustment of Milestones, the amount of the Award, completion documentation, and/or extension of completion dates. Partner shall promptly notify the Alliance if Partner anticipates it will not timely achieve any Milestones outlined in the SOW in their entirety, along with a written explanation and any documentation supporting the reasons for Partner's delay. Circumstances within Partner's control shall not in

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themselves be considered sufficient justification for granting a corrective action. Partner noncompliance with modified terms under a corrective action plan shall result in termination of this Agreement consistent with Section18, except to the extent that the Alliance elects to further modify the terms of the Agreement in accordance with the foregoing.

13. Bad Faith Recoupment. The Alliance reserves the right to request additional documentation as it deems necessary to validate Partner's use of the Award, either before or after Partner's use. If the Alliance reasonably determines that Partner is in breach of Partner's implied covenant of good faith and fair dealing by failing to take reasonable steps to achieve Milestones or deliver the deliverables, then the Alliance may, in its sole discretion, recoup, withhold, or reduce all or part of any Award payment, as applicable.

14. Compliance with Other Obligations. Partner shall comply with laws and regulations and any regulatory agreements, commitments or undertakings that are imposed on Partner as a result of its receipt of funding from other sources pursuant to Sections 17, 21, 24, and the SOW.

15. Books and Records. Partner agrees to maintain satisfactory financial accounts, documents, and records in connection with the Award and make them available to the Alliance, the State of California, the United States Department of Health and Human Services, the Comptroller General of the United States, or as otherwise required by law. Partner also agrees to retain such financial accounts, documents and records for three (3) calendar years following termination of this Agreement. Partner agrees to maintain and make available for inspection by the Alliance accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

16. Funding Promotion. Any materials used to advertise, announce, or otherwise inform the public of the receipt of the funding provided for hereunder shall describe the funding and the work funded by the Alliance accurately, and in a way that conforms to the purpose statement in the SOW. Any such materials that mention or include information about the Alliance shall refer to the health plan as "Central California Alliance for Health (the Alliance)" on first usage and "the Alliance" thereafter. Any published list of funders who have supported activities related to this funding must include the Alliance. Funded organization must inform the public about the Alliance's funding through the use of signage, acknowledgement in published materials, news media, social media, websites, or other public announcements, as applicable. All materials produced in accordance with this Agreement (including but not limited to training curriculum, agendas, newsletters, flyers, brochures, reports, and videos, etc.) shall contain a statement that the material is funded through the Alliance. Funded organizations who receive funding for the purpose of constructing or renovating a building must memorialize Alliance financial support with a plaque. Funded organizations must refer to the Alliance's Promotion Toolkit for Funded Partners for instruction on the required promotional verbiage, use of Alliance name and Alliance logo in promotional activities. If a funded organization wishes to execute promotional activities or communication not included in the toolkit, the funded organization must obtain written approval of communication materials promoting Alliance funding prior to engaging in these efforts or activities.

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17. Legal Compliance.

a. Applicable Law. Partner shall perform its obligations under this Agreement at all times in strict accordance with all applicable federal, state, and local laws, including, but not limited to, Prevailing Wage Laws, equal opportunity laws, disability rights legislation, general procurement standards, contract work hours and safety standards, ordinances, regulations, HIPAA, and DHCS guidelines. Additionally, this is a publicly funded Project and is subject to all state and local laws and regulations for public works, including, without limitation, California Labor Code Section 1720, et seq. and Public Contract Code § 1100 et seq. ("Prevailing Wage Laws"). Partner understands that such laws and regulations include exemptions that may apply to the Project, but Partner will assume responsibility for and indemnify the Alliance relating to such laws as such may be applicable to the Project in accordance with paragraph 27 (Indemnification) of this Agreement.

b. Disallowed Funds. With respect to Award funds, if any, which are ultimately provided by the State or Federal government, Partner agrees that if Partner claims or receives payment from the Alliance for an eligible expense, payment, or reimbursement of which is later disallowed by the State or Federal government, Partner shall promptly refund the disallowed amount to the Alliance upon the Alliance's request. At its option, the Alliance may offset all or any portion of the disallowed amount against any other payment due to Partner hereunder or under any other agreement. Any such offset with respect to a portion of the disallowed amount shall not release Partner from Partner's obligation hereunder to refund the remainder of the disallowed amount.

18. Term and Termination.

a. This Agreement shall be effective on the Effective Date and shall automatically expire on January 31, 2029, unless earlier terminated by the parties as permitted herein ("Funding Term"). This Funding Term accounts for the activity period to perform the Project activities and an additional three months for reporting and payment after completion of all Project Milestones as set forth in the SOW.

b. The Alliance may terminate this Agreement for cause at any time upon written notice to Partner. Cause includes but is not limited to the following: (i) Partner fails to comply with the terms of this Agreement, including any failure to timely complete the Milestones or failure to satisfy the conditions precedent to disbursement of Award funds; (ii) Partner is unable to or is reasonably anticipated to be unable to complete the Project as set forth in the SOW; (iii) Partner ceases its plans to utilize or discontinues its utilization of the facility to serve Medi-Cal eligible recipients prior to reaching assigned capacity, or otherwise materially curtails operations necessary for completion of the Project; (iv) the Alliance determines that any material fact or representation made or furnished to the Alliance by Partner in connection with its application or Letter of Intent was untrue or misleading at the time that such fact or representation was made known to the

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Alliance, or subsequently becomes untrue or misleading; or (v) the Alliance discovers that Partner has concealed any material fact from the Alliance related to the Letter of Intent, this Agreement, or the Project.

c. The Alliance may terminate this Agreement or cease providing payments hereunder in the event that the Alliance determines, in its sole discretion: (i) that further payments as set forth in this Agreement could violate laws or regulations, including laws or regulations in existence on the Effective Date that may have been clarified or subject to new or changed interpretation, or (ii) in the event of a natural disaster or other event that causes the Alliance to be unable to fulfill its commitment hereunder.

d. This Agreement and the Alliance's obligation to make further payment hereunder shall terminate immediately in the event that Partner ceases operations or in the event of Partner's insolvency, which insolvency shall be considered to have occurred when Partner makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, if a receiver or trustee is appointed with respect to a substantial part of such other party's property, or a proceeding is commenced against it which will substantially impair Partner's ability to complete the Project described in the SOW. The Alliance reserves the maximum rights it is entitled to under any law and under the terms of this Agreement to seek return of any payments made prior to Partner's cessation of operations or insolvency, and to ensure that no funds provided pursuant to this Agreement, no matter when they were provided, shall be used for the purpose of paying Partner's general creditors or for any purpose other than as specifically set forth in the SOW.

19. Effect of Termination. In the event of termination, this Agreement shall terminate and have no further force or effect with respect to either party as of the termination date, except that all obligations arising or accruing prior to termination, including requirements regarding the use or return of Award funds, shall be performed in accordance with the terms of this Agreement and shall survive termination. Termination or expiration of this Agreement shall not affect Partner's obligations under Sections 6-8 and Sections 13-43 of this Agreement, Useful Life obligations in the SOW, or any other obligation that, by its nature, is intended to survive termination or expiration of this Agreement. Upon any termination by the Alliance for cause, Partner shall return any unexpended Award funds to the Alliance within thirty (30) calendar days of the Alliance's written notice of termination, unless the Alliance has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

20. Remedies.

a. In the event that Partner is unable to provide documentation evidencing that Partner utilized Award funds for the sole purpose of completing the Project in accordance with the SOW, Partner shall return such portions of the Award funds to the Alliance

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for which Partner is unable to provide supporting documentation within thirty (30) business days of the Alliance's request.

b. In the event Partner fails to timely complete the Project Milestones set forth in the SOW, the Alliance may require Partner to return any Award funds that Partner has already received under this Agreement, even if such funds were properly used. Partner's specific obligation to return funds is further set forth in the SOW.

c. In addition to any other provision of this Agreement, if the Alliance determines, in its sole discretion, that Partner has violated or failed to carry out any provision of this Agreement, including but not limited to failure to provide documentation provided for in Section 6 and Section 10 of this Agreement and the SOW, the Alliance may, in addition to any other legal remedies it may have, refuse to make any further Award payments to Partner or on Partner's behalf under this or any other grant agreement, and may demand the return of all or part of the Award funds previously received by Partner or any third-parties on Partner's behalf, which Partner shall immediately pay to the Alliance. The Alliance may also avail itself of any other remedies available under the law.

21. Other Capital Implementation Terms and Conditions; Return of Funds. Partner agrees that its receipt of funds is conditioned on meeting the applicable requirements of this Section 21. To the extent that the requirements in this Section 21 are applicable to the Project funded under this Agreement, if Partner fails to meet any of these Section 21 requirements, the Alliance may withhold payment hereunder and may, in its sole discretion, exercise any available legal or equitable rights applicable to Partner's return of Award funds received by Partner hereunder. Partner shall provide the Alliance with such documentation as the Alliance may request from time to time during the Funding Term that demonstrates to the satisfaction of the Alliance that Partner has satisfied and will satisfy all the applicable requirements set forth in this Section 21.

a. Additional Financial Commitments. Partner represents that the Award Amount received hereunder represents no more than 50% of total Project costs, and that the remaining 50% of funding necessary to complete the implementation of the Project will come from sources other than the Alliance, such as through third-party donations, in-kind products and/or services, cash or documented loans or lines of credit, and/or other state, local, or grant funding.

b. Proof of Ownership, Lease Agreement, or Intent to Purchase. Partner warrants and represents that it has secured long-term rights to use the site-specific facility described in the SOW for which the Maximum Award was determined, and provided the Alliance with proof of such rights by one of the following means:

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i. Partner has furnished proof of its legal ownership of the land and/or facility to the Alliance; or

ii. Partner has secured a long-term lease agreement for the facility and provided a copy of the lease to the Alliance; or

iii. Partner has proposed funding for the acquisition of the land and/or the facility and provided a binding letter of intent to purchase the land and/or facility to the Alliance.

c. On-Site Services for Transitional/Permanent Supportive Housing. If Partner has received an Alliance Housing Fund Award for a permanent supportive housing project, Partner represents that medical and/or social supportive services will be available to medically fragile Medi-Cal residents with complex needs at the proposed site, which shall be funded by sources other than the Alliance Housing Fund or other Alliance grant programs.

d. Useful Life. Partner represents that the completed Project facility will serve Medi-Cal eligible individuals as set forth in this Agreement, including meeting the Minimum Medi-Cal Occupancy requirements defined in the SOW, for a period of not less than ten (10) years from the Phase Three Completion Date ("Useful Life").

If the facility ceases to service Medi-Cal eligible individuals in accordance with this Agreement prior to the end of the Useful Life, Partner shall provide the Alliance with at least ninety (90) days advance notice prior to the date upon which the facility ceases to service Medi-Cal eligible individuals. In the event that the Partner ceases using the facility to serve Medi-Cal eligible individuals as required under this Agreement or reduces the availability of units for Medi-Cal eligible individuals below the required Minimum Medi-Cal Occupancy, Partner shall pay to the Alliance a prorated portion of the Award amount, as follows:

i. Less than Three Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for less than three years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 80% of the Award amount.

ii. Less than Five Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for three or more but less than five years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 50% of the Award amount.

iii. Less than Seven Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for five or more but less than seven years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 20% of the Award amount.

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iv. Less than Ten Years. Partner maintains the Minimum Medi-Cal Occupancy standard for seven or more but less than ten years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 10% of the Award amount.

v. Waiver of Repayment Obligation. In the event that Partner fails to maintain the Minimum Medi-Cal Occupancy standard or fails to continue using the facility for the benefit of Medi-Cal eligible individuals during the Useful Life the Alliance may waive all or some of Partner's repayment obligation if the Alliance determines, in its sole discretion, that such failure is attributable to circumstances that are beyond Partner's control.

vi. Serving Medi-Cal Eligible Individuals at a Different Facility. The Alliance may waive Partner's repayment obligation if Partner ceases to occupy the facility but continues to make the same number of Minimum Medi-Cal Occupancy units available to Medi-Cal eligible individuals without interruption at a different facility that has at least the capacity as the facility for which Partner has received an Award hereunder, and that is within the service area of the Alliance (i.e., the Counties of Mariposa, Merced, Monterey, San Benito, and Santa Cruz).

vii. Operation of Facility by Third Party. Through a Request for Proposal process, Partner will contract with a not-for-profit organization for the operation of the facility. If Partner sells the facility or leases or subleases the facility to a third party or enters into any transaction through which Partner no longer owns or leases or has responsibility for and control of the operation of the facility as contemplated herein, Partner shall pay to the Alliance the applicable prorated amounts set forth in this Section 21 unless such third party agrees in writing to, and is deemed by the Alliance, in its sole discretion, to be qualified to continue serving Medi-Cal eligible individuals at Minimum Medi-Cal Occupancy levels under the same terms and conditions that Partner has agreed to as set forth herein. Partner shall provide the Alliance with at least ninety (90) days advance notice of a transaction described herein.

22. Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail, return receipt requested, or U.S. Postal Service Express Mail, with postage prepaid, or by Federal Express or other overnight courier that guarantees next day delivery. Unless otherwise stated in the SOW, notices shall be sent to the address of the receiving party's principal place of business. Either party may change the address for notice by giving written notice to the other party. Changes to either party's notice address or Liaison shall not require an amendment to this Agreement.

23. Taxes. Partner shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including

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possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Project, the Award, or any of the activities contemplated by this Agreement.

24. Compliance with Services Agreement. If Partner is a party to any other agreement(s) with the Alliance, Partner shall comply with all of the requirements in such agreement(s), including any nondiscrimination provisions.

25. Use of Subcontractors. As between Alliance and Partner, Partner shall be responsible for the acts, defaults and omissions of any subcontractor or its agents or employees as fully as if they were the acts, defaults or omissions of Partner. Partner shall ensure that its subcontractors comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Project. All references herein to duties and obligations of Partner shall be deemed to pertain also to all subcontractors to the extent applicable. A breach by any subcontractor shall be deemed to be a breach hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Alliance. Each subcontract shall incorporate all of the terms of this Agreement to the extent they apply to the subcontracted portion of the Project. Without limiting the scope of the foregoing, Partner shall ensure that each subcontract shall provide the Alliance, the audit and inspection rights set forth herein. Upon the request of Alliance, Partner shall promptly furnish to the Alliance true and correct copies of each subcontract permitted hereunder.

26. Liability of Alliance. THE ALLIANCE'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE AWARD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE ALLIANCE BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROJECT PERFORMED IN CONNECTION WITH THIS AGREEMENT.

27. Indemnification. Partner, at its own expense, agrees to defend, indemnify, and hold harmless the Alliance and the Alliance's affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any intentional or negligent act or omission of Partner related to any of its obligations performed hereunder, (ii) any breach of Partner's representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any third-party rights or any laws or regulations relating primarily to Partner's performance of its obligations under this Agreement, except to the extent caused by Alliance.

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28. Debarment and Suspension Certification. Partner hereby certifies that neither it nor any of its principals, owners, employees or subcontractors (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a covered transaction by any federal department or agency, or is excluded as the result of state or federal action from participation in any federally-funded health care program; (b) has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it or them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (b) above; or (d) has within a three-year period preceding this Agreement had one or more public transaction (federal, state or local) terminated for cause or default. (The terms "covered transaction", "debarred", "suspended", "ineligible" and "voluntarily excluded" have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.) Partner shall provide immediate written notice to the Alliance if at any time the foregoing certification becomes erroneous. Upon the request of the Alliance at any time during the term of this Agreement, Partner shall update and reissue such certification. Partner further agrees that it will obtain from all subcontractors to whom Partner subcontracts any portion of the Services, if any, such subcontractor's written certification of, and agreement to, the matters set forth in this paragraph, in a form acceptable to the Alliance.

29. Insurance. At all times during the Term and for such period of time thereafter as required for Partner to maintain Insurance Coverage with respect to all of the Services performed hereunder and all of Partner's (and its employees') acts and omissions in connection with this Agreement, Partner shall maintain in full force and effect the following types of insurance to insure against risks or liability (collectively, "Insurance Coverage"):

a. Commercial General Liability Insurance, including premises liability, products liability (if products are being provided), completed operations coverage, and contractual liability, with minimum limits of $1,000,000 per occurrence, $2,000,000 policy aggregate, including bodily injury (including death) and property damage, covering all of Partner's operations under this Agreement (which insurance shall be provided on an "occurrence" form).

b. Commercial Automobile Liability Insurance, with minimum limits of $1,000,000 per occurrence, combined single limit, for bodily injury (including death) and property damage, covering all owned, non-owned and hired automobiles.

c. Workers' Compensation, with minimum limits as required by law, and Employer's Liability insurance (if applicable) with the following minimum limits: (1) Bodily Injury by accident: $1,000,000 each accident; (2) Bodily Injury by disease:

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$1,000,000 each employee; and (3) Bodily Injury by disease: $1,000,000 policy limit.

If, in any of the foregoing cases, Partner has procured a claims-made based policy (or policies) and such policy (or policies) are cancelled or not renewed, Partner agrees to exercise any option contained in said policy (or policies), or otherwise obtain tail coverage, that extends the reporting period for a period of at least four (4) years after the termination or expiration of this Agreement.

None of the foregoing requirements as to the type and limits of insurance to be maintained by Partner are intended to and should not be construed as limiting in any manner Partner's obligations under this Agreement.

Partner may satisfy its insurance obligations through self-insurance, provided it maintains sufficient financial resources to meet or exceed the required coverage limits and provides written verification of such self-insurance upon request. Each of Partner's insurance policies shall: (i) be issued by companies that have an A. M. Best rating of not less than "A-", and are in a size category which is not lower than "VIII"; (ii) be primary and noncontributory with any of the Alliance's insurance; and (iii) not be cancelled or non-renewed except upon at least thirty (30) days' prior written notice to the Alliance. Upon or prior to the full execution of this Agreement, and upon expiration or renewal of any required certificate or endorsement, Partner shall provide to the Alliance certificates evidencing all insurance and endorsements required by this Section 29. Certificates and endorsements shall be submitted electronically to: COI@ccah-alliance.org. Notwithstanding anything else, if Partner fails to so provide the Alliance with any such certificates, the Alliance may withhold payment of any amounts that are otherwise due to Partner until up to thirty (30) calendar days after such certificates are provided to the Alliance, and/or terminate this Agreement immediately upon notice.

30. Conflict of Interest. Partner hereby certifies that it has read and is aware of the provisions of California Government Code Section 1090 et seq., the California Political Reform Act (California Government Code Section 81000 et seq.), and Title 22 California Code of Regulations (CCR) Section 53600 relating to conflict of interest of public officers and employees. Partner agrees that it is unaware of any financial or economic interest of any public officer or employee of the Alliance relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, the Alliance may immediately terminate this Agreement by giving written notice thereof.

31. Equitable Remedies. Partner acknowledges and agrees that the Alliance may suffer immediate, irreparable harm in the event Partner fails to comply with its obligations under this Agreement, and monetary damages may be inadequate to compensate the Alliance for such breach. Partner agrees that the Alliance will be entitled to seek a judicial temporary restraining order, preliminary injunction, or other equitable relief against Partner (without the requirement of posting a bond or other form of security) to enforce the terms of this Agreement.

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32. Arbitration. Any controversy, dispute or claim of whatever nature and irrespective of the facts or circumstances or the legal theories advanced shall be resolved by binding arbitration at the request of either Party. A single neutral arbitrator shall be appointed. The arbitration shall be administered by JAMS and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Such arbitration shall occur in Santa Cruz County, California. The arbitrator shall apply California substantive law and federal substantive law where state law is preempted. The Federal Arbitration Act, 9 U.S.C. § 1-16, shall also apply. The arbitrator shall prepare in writing and provide to the Parties an award including factual findings and the legal reasons on which the award is based. The arbitrator may award compensatory damages as permitted by law, but exemplary or punitive damages shall not be awarded. The Parties shall divide equally the cost of the arbitration, including, but not limited to the arbitrator's fee and any related administrative fees and charges. The Parties shall each bear their respective attorneys' fees and costs incurred in the arbitration. The arbitration and any information obtained in connection with this Agreement or through discovery as set forth in this Section 32 shall be confidential and neither the Parties nor the arbitrator may disclose such information to third parties without the written consent of the Parties, except that the Parties may disclose such information as necessary to seek confirmation of the arbitration award, to enforce any judgment entered on account of the award or as otherwise is required by law; however, the Parties may make such disclosure as is necessary to their respective auditors, accountants, attorneys and insurers.

33. Independent Partners. The parties hereto are independent contractors and neither the Alliance nor Partner is an agent or employee of the other.

34. Taxpayer Identification Number and Certification. Upon execution of this Agreement, Partner shall complete and deliver to the Alliance the IRS Form W-9, Request for Taxpayer Identification and Certification.

35. Time is of the Essence. Time is of the essence with respect to Partner's performance of the Services and delivery of the Deliverables. FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLES THE ALLIANCE TO MANDATE THE PARTNER TO RETURN TO THE ALLIANCE ANY AWARD FUNDS DISBURSED; IN ANY SUCH INSTANCE, THE ALLIANCE MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO PARTNER.

36. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof that would require the application of the laws of any other state.

37. Severability. Except as explicitly stated otherwise in this Agreement, if any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

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38. Waiver. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed by the waiving party. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

39. Assignment. This Agreement shall not be assigned by the Partner either in whole or in part.

40. Successors; No Third-Party Beneficiaries. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

41. Order of Precedence. In the event of any express and unequivocal conflict or inconsistency between the provisions of any SOW and the provisions of this Agreement, the provisions of this Agreement will govern and control.

42. Entire Agreement. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.

43. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

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The parties are concurrently executing this Agreement, and the SOW attached as Exhibit 1 and fully incorporated herein, both effective upon final signature ("Effective Date").

Partner:	**Alliance:**
County of Monterey, on behalf of County of Monterey Health Department	Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed:_____	Date Signed:_____

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EXHIBIT 1
STATEMENT OF WORK
ALLIANCE HOUSING FUND AWARD

This Statement of Work ("SOW") is entered into pursuant to, and is governed by, that certain Letter of Agreement ("Agreement") concurrently executed between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health (the "Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981, and County of Monterey, on behalf of the County of Monterey Health Department ("Partner"), having a principal place of business at 1270 Natividad Road Salinas, CA 93906.

This SOW is fully incorporated into the Agreement and sets forth additional terms and conditions that apply to Partner's receipt of the Alliance Housing Fund Award described below. Any individual reference to the "Agreement" or "SOW" shall be deemed to include the terms of both the Agreement and SOW.

Project:	Medical Recuperative Care Center ("Project")
Award Date:	January 31, 2025
Partner Name:	County Of Monterey Health Department
Partner's Liaison:	Patricia Zerounian, MPP, Health Department Management Analyst III Email: zerounianp@countyofmonterey.gov Phone number: 831-588-8202
Award:	The actual amount of the Alliance Housing Fund funds awarded to Partner shall be determined commensurate with Partner's achievement of the Project Milestones below and contingent upon Partner's compliance with the terms of the Agreement in which this SOW is incorporated ("Award").
Maximum Award:	The Award amount shall not exceed **$3,924,669.00** ("Maximum Award")
Purpose of Project:	To support Medical Recuperative Care Center Project as described in this Agreement and the Letter of Intent dated December 27, 2024, attached to this Agreement as Exhibit 2, that is or will be located at 855 E. Laurel Drive, Salinas, CA 95036 and to provide services to Medi-Cal eligible individuals currently experiencing homelessness.

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Minimum Medi-Cal Eligible Individuals Preference Threshold Requirement:	Partner must restrict occupancy for at least 80% of the Project's total units to individuals that meet the then-current Medi-Cal eligibility income limits at the time of placement ("Minimum Medi-Cal Occupancy").

A. PAYMENT PRECONDITIONS: The Alliance will not disburse any Award payments until this Agreement, including this SOW, has been fully executed and the Alliance has approved a Project Plan, as described below, and all required supporting documents. The Partner shall append applicable supporting documents to the Project Plan, all in form and substance acceptable to the Alliance. To ensure Project feasibility and financial sustainability, Partner must fulfill the payment preconditions below and provide documentation for review in accordance with the terms of this Agreement and SOW before receiving any Award funds. All non-Alliance funds necessary to complete the full Project costs, including any pre-development, development, and post-development activities described in this Agreement and SOW must be committed as a condition precedent to receiving Award funds It is mutually agreed that if the Partner does not appropriate sufficient funds to cover the full Project costs, the Alliance may immediately terminate the Agreement, and the Alliance shall have no liability to pay any Award funds whatsoever or to furnish any other considerations to Partner. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

a. **Project-Specific Contingencies:**
   - Organization passing any required environmental assessments related to this Project. Partner must meet the remediations necessitated by environmental assessments no later than the Phase Two Completion Date in order to receive any Award payment.

b. **Funding Sources:** Partner will satisfy its obligation to cover the costs of the Project's development, operations, and services as set forth in this Agreement by leveraging funding commitments, or other reasonable funding assurances, from other funding sources. Partner agrees that the Award is contingent upon Partner securing funding from such sources to cover the total cost of completing the Project and fulfilling Partner's obligations under the Agreement, including the Useful Life requirement. The Alliance's obligation to make any disbursements of Award funds to Partner is subject at all times to Partner's ongoing demonstration of its ability to cover the costs of the Project. Partner represents that Partner has secured funding for the Project as follows:

   i. Non-Alliance funding sources:
      - County of Monterey Health Department: $5,075,331.00

Partner must fulfill the above contingencies and provide documentation for review in accordance with the terms in this Agreement and SOW to ensure project feasibility and financial sustainability. All funds necessary to complete the full

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Project costs, including the development and post-development activities described in the Agreement and this SOW, must be committed as set forth in this Agreement. It is mutually agreed that if the Partner does not appropriate sufficient funds to cover the full Project costs, the Alliance may immediately terminate the Agreement, and the Alliance shall have no liability to pay any Award funds whatsoever or to furnish any other considerations to Partner. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

B. PROJECT PLAN: For purposes of this Agreement, "Project Plan" shall mean a clear, precise, and detailed implementation schedule with an itemized budget for the Project, including a description of the work to be performed under each Milestone, corresponding completion dates, and corresponding costs. The Project Plan must include all uses of funds (ex., acquisition costs, site preparation and infrastructure costs, rehabilitation/or construction costs, financing costs, professional fees, developer fees, and other soft costs) associated with the Project. Partner shall prepare and submit a proposed Project Plan to the Alliance for approval in accordance with the Phase 1 Milestones below. The Project Plan must include documentation in a form satisfactory to the Alliance evidencing the firm commitments of the Funding Sources listed above with all applicable terms and conditions. Examples of satisfactory forms of documentation include:

a) Final loan approval letters;
b) Bank statement demonstrating reserves earmarked for the Project;
c) Tax credit award letters;
d) Binding Grant award letters;
e) If the applicant is a partnership or limited liability corporation, a copy of the partnership agreement or operating agreement, which will indicate the cash contributions by the partner(s) or member(s);
f) If equity is committed by the developer or owner(s), evidence of available equity funds; and
g) Board resolution documenting committed funding.

The Alliance shall have ten (10) business days to review and, in its discretion, approve or raise objections to the proposed Project Plan. If the Alliance raises any such objections, Partner shall have three (3) business days to revise and resubmit a proposed Project Plan. The Alliance shall have no obligation to disburse any Award funds unless and until Partner submits a Project Plan acceptable to the Alliance. Upon acceptance, the Project Plan shall automatically become incorporated into and form an essential part of this Agreement, and the Award shall be conditioned upon Partner's adherence to the deliverables schedule under the approved Project Plan.

Partner must promptly notify the Alliance of any unexpected delays and challenges that are likely to have a material adverse impact on Partner's ability to complete the Project in a manner consistent with the approved Project Plan, such as weather, strikes, differing site conditions, price increases in construction materials, and other events beyond Partner's control. Partner must obtain

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written approval from the Alliance prior to making any material changes to the Project Plan. Minor variances in Project Plan budget line items shall not be considered material unless total Project expenditures would exceed the total budget amount or result in significant delays. Changes to the Project Plan requiring the Alliance's prior approval will not be effective unless and until approved in writing by the Alliance. Changes approved by the Alliance will not necessitate an amendment of this Agreement.

C. PROJECT MILESTONES: In order to maintain continued eligibility to receive the Award funds hereunder, Partner must meet the following Project milestones (each, a "Milestone"):

1. **Phase One**
    a. Phase One Milestones:
        i. Provide proof of fulfillment of any remaining Payment Preconditions listed in Section A of this SOW, except as explicitly set forth in Section A(a) of this SOW.
        ii. Confirm Project site ownership.
        iii. Complete preliminary site development and estimated construction budget.
        iv. Submit Project Plan, including 1) Funding Sources documentation as described in Section B above; 2) Design plans; and 3) Construction budget.
    b. Phase One Completion Date: July 31, 2025.
    c. Deliverables: Documentation of Phase One Milestones completion, including submission of proposed Project Plan and documentation of any applicable Payment Preconditions listed in Section A of this SOW.
    d. Deliverable Due Date: Within sixty (60) business days of Effective Date.
    e. Payment Percentage: 0% of Maximum Award.

2. **Phase Two**
    a. Phase Two Milestones:
        i. Complete site development plans.
        ii. Provide proof that all Project-Specific Contingencies have been met.
            - Should Partner fail to provide the Alliance with evidence of satisfactory completion of all Payment Preconditions listed in Section A of this SOW (including meeting any environmental remediations necessitated by environmental assessments) by the Construction Start Date, this Agreement will automatically terminate with immediate effect, and the Alliance shall have no obligation to pay any Award amount, regardless of whether Partner completed any other Milestones.
        iii. Obtain general contractor bids.
        iv. Sign general contractor contract.
        v. Acquire building permits.
        vi. Begin Construction.

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- Construction Start Date. In order to maintain eligibility for the interim payments provided for in this SOW, Partner must begin construction of the Project no later than March 31, 2027 ("Construction Start Date").

b. Phase Two Completion Date: March 31, 2027.
c. Deliverables: Detailed documentation of Phase Two Milestones completion, including timely submission of reports.
d. Deliverable Due Date: April 30, 2027.
e. Payment Percentage: 66% of Maximum Award

3. **Phase Three**
   a. Phase Three Milestones:
      i. Establish Prioritization Process for Medi-Cal Eligible Individuals. By November 30, 2027, Partner, and participating hospitals will establish a process for prioritizing Medi-Cal eligible individuals for placement. All prioritization systems must be at all times in strict accordance with all applicable federal, state, and local laws, including the U.S. Department of Housing and Urban Development's Fair Housing Act.[1] Partner shall develop Project prioritization systems as follows:
         - Permanent Supportive Housing. If all or a portion of the Project is for permanent supportive housing, the following shall apply to such permanent supportive housing units:
            - Unless otherwise preapproved by the Alliance, Partner will develop referral protocols which prioritize placement of Medi-Cal eligible individuals through the local Coordinated Entry System ("CES"). If Partner wishes to utilize a prioritization system other than CES, Partner may submit a request to utilize a comparable system to the Alliance at least 30 days prior to implementation date. Any request to utilize a prioritization system other than CES must be delivered in writing by Partner and include a detailed narrative description of the prioritization system, justification for utilizing the non-CES system, and an attestation that the placement prioritization process complies with the terms of this Agreement and Medi-Cal eligibility income requirements.
            - Should Partner include a request to utilize a non-CES system in Partner's Phase 1 Milestone Project Plan deliverable, such non-CES system shall be considered approved under this Agreement upon the Alliance's approval of the Project Plan.
            - Should requirements from other funding sources or other external constraints prevent Partner from using CES, Partner

[1] Housing Discrimination Under the Fair Housing Act | HUD.gov / U.S. Department of Housing and Urban Development (HUD)

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shall provide documentation to the Alliance evidencing such terms and conditions.

- Should Partner already have a prioritization system comparable to CES in place that Partner wishes to continue utilizing as of the due date set forth above in Section C(3)(a)(i) of this SOW, then Partner shall adopt the following protocol unless otherwise agreed upon by the Alliance:
  i. If Partner's prioritization list already contains a queue, Partner will: validate listed individuals' Medi-Cal eligibility using income guidelines and submit validated prioritization list to the Alliance for approval.
  ii. Once Partner's prioritization list is exhausted, Partner will: identify other Medi-Cal eligible individuals through the Partner's alternative system, validate such individuals' Medi-Cal eligibility using income guidelines, and submit the validated prioritization list to the Alliance for approval.
  iii. Once Partner's prioritization list is exhausted, if Partner is not able to identify any additional Medi-Cal eligible individuals through the alternative system, Partner will: utilize CES, validate such individuals' Medi-Cal eligibility using income guidelines, and submit validated prioritization list to the Alliance for approval.

- Non-Permanent Supportive Housing. If all or a portion of the Project is for uses other than permanent supportive housing (e.g., recuperative care and short-term post hospitalization housing), the following shall apply to such non-permanent supportive housing units:
  - Partner shall submit a proposed process of prioritization to the Alliance at least 30 days prior to implementing such process under this Agreement. Such proposal must be delivered in writing by Partner and include a detailed narrative description of the prioritization process, how such system will prioritize placement of Medi-Cal eligible individuals to meet Minimum Medi-Cal Occupancy requirements, and an attestation that the placement prioritization process complies with the terms of this Agreement and Medi-Cal eligibility income requirements.
  - Should Partner include a proposed process of prioritization in Partner's Phase 1 Milestone Project Plan deliverable, such system shall be considered approved under this Agreement upon the Alliance's approval of the Project Plan.

ii. Complete Construction.

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- By November 30, 2027, Partner will complete construction of the Medical Recuperative Care Center Project at 855 E. Laurel Drive, Salinas, CA 93906, for the purpose of allocating at least 80% of the Project's total units to Medi-Cal eligible individuals ("Minimum Medi-Cal Occupancy").

iii. Obtain Certificate of Occupancy.
- By November 30, 2027the Certificate of Occupancy will be received.
- By November 30, 2027, all units will be available for Minimum Medi-Cal Occupancy.

iv. Establish Service Availability and Best Efforts Prioritization Outcomes.
- By November 30, 2027, Partner will ensure that on-site case management services are available/provided and individual services plans are developed for all Medi-Cal eligible residents receiving case management services.
- By November 30, 2027, Partner shall use best efforts to achieve goal of: discharging original Medi-Cal eligible residents to interim shelter, supportive housing, or permanent supportive housing, with no hospital readmittance for the original cause within 30 days of discharge.

b. Phase Three Completion Date: December 31, 2028.
c. Deliverables: Detailed documentation of Phase Three Milestones completion, including timely submission of reports and, as applicable, validated prioritization lists.
d. Deliverable Due Date: January 31, 2029.
e. Payment Percentage: 34% of Maximum Award.

4. **Post Completion; Useful Life.**
a. Useful Life Implementation. At all times during the Useful Life (i.e., 10 years following Phase Three Completion Date), Partner shall place Medi-Cal residents as set forth in this Agreement consistent with Medi-Cal eligibility income requirements and the approved prioritization process. For this purpose, Partner agrees to provide the Alliance with an annual report which attests that Partner has maintained the Minimum Medi-Cal Occupancy requirement as set forth in this Agreement and SOW, and that Partner has continued to comply with all terms of this Agreement. Partner agrees to submit a complete and accurate report to the Alliance by March 31st of each calendar year for the Useful Life of the Project, (i.e., 10 years following Phase Three Completion Date) ("Annual Attestation"). The Annual Attestation shall be consistent with the format outlined in the Annual Attestation Template attached as Exhibit 3 to this Agreement. Partner also agrees to timely provide all information reasonably requested by the Alliance to validate Partner's Annual Attestation responses. Partner may deliver the Annual Attestation to the Alliance in the manner specified in Section 22 of the Agreement, by submission through the Alliance's online incentives portal, or by email to: pdincentives@thealliance.health with a copy to the Alliance's Liaison. If delivered by email, the Annual Attestation shall be deemed given when actually received by

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the Alliance. The failure of Partner to timely submit the Annual Attestation shall be a material breach of this Agreement. This Section shall survive termination of the Agreement.

b. Should a Medi-Cal eligible individual cease to be eligible for Medi-Cal after placement due to an increase in such individual's income or a decrease in the Medi-Cal eligibility income limits, and such change in status causes Medi-Cal eligible occupancy to fall below the Minimum Medi-Cal Occupancy, Medi-Cal eligible individuals must be given first priority for all next available units until the Minimum Medi-Cal Occupancy is reached. Partner's failure to meet the Minimum Medi-Cal Occupancy for the aforementioned reasons shall not be considered a violation of this Agreement or SOW, provided that Partner follows the foregoing procedure. This Section shall survive termination of this Agreement.
c. Useful Life End Date: December 31, 2038
d. Deliverables: Annual attestation.
e. Deliverable Due Date: March 31st of each calendar year during the Useful Life.

D. PROJECT DURATION. Partner must complete all activities that were submitted for funding in the Letter of Intent approved by the Alliance on January 31, 2025 and provide all required reporting to the Alliance within the Funding Term (i.e., before January 31, 2029). Partner shall continue to house Medi-Cal eligible individuals in accordance with this Agreement for no less than the Useful Life (i.e., 10 years following Phase Three Completion Date).

E. PAYMENT SCHEDULE. Payments shall be made to Partner by the Alliance according to the schedule provided below, subject to the Alliance's receipt of all documentation reasonably required by the Alliance and Partner's compliance with all of the terms of this Agreement:

a. Initial Payment. There shall be one initial payment for the completion of Phase 1 and Phase 2 Milestones outlined above in Section C of this SOW. The initial payment shall not exceed sixty-six percent (66%) of the Maximum Award amount. Subject to Partner's timely completion of all Phase One and Phase Two Milestone requirements, this payment shall be paid within thirty (30) business days of the Alliance's receipt of all Phase 2 Deliverables, including a progress report (narrative and original Project budget versus actual expenses), verification of Project expenses incurred since the Effective Date, proof of obtaining all Project funding, and proof of completion of all Project-Specific Contingencies, including AUGF issuance. The progress report should include documentation (e.g., project management report, inspection report, permit, etc.) demonstrating that Phase One and Phase Two Milestones have been completed and all Payment Preconditions set forth in Section A of this SOW have been met.

b. Final Payment. Final payment of thirty-four percent (34%) of the Maximum Award amount (or remaining balance per actual Project expenses) shall be paid within thirty (30) business days of the receipt by the Alliance of a progress report indicating that all Milestones of the Project have been completed. The progress report will include a narrative, original Project budget versus actual expenses, and verification of Project expenses incurred since the previous payment. Progress

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report should include documentation demonstrating that the Project is complete (e.g. certificate of occupancy).

F. DOCUMENTATION. Partner shall provide the Alliance with notice in the form requested by the Alliance of the Construction Start Date and the Phase Three Completion Date, and provide the Alliance with such further documentation as it may request to verify that Partner has actually begun and/or completed the Project as required under this SOW. Partner will submit documentation through the Alliance's online incentives portal unless otherwise requested by the Alliance. Partner shall notify the Alliance when Partner meets the Construction Start Date and Phase Three Completion Date requirements. Partner shall further provide, within thirty (30) calendar days of the Alliance's request, such progress, financial, operational, and other reports as the Alliance may from time-to-time request, in a form and substance satisfactory to the Alliance. Failure to provide requested documentation within the required time period shall be considered a material breach of this Agreement, and the Alliance may, at its discretion, terminate this Agreement for cause and recoup payment in accordance with the terms of this Agreement, and/or withhold any portion of the Award otherwise payable under this Agreement.

G. DISCRETION OF ALLIANCE. If Partner fails to meet the required Construction Start Date or the required Phase Three Completion Date and/or reporting deadlines, the Alliance shall have the discretion to withhold interim or final payments hereunder, as the case may be, and may, at its sole discretion, change or adjust any of the deadlines provided for herein, including requiring such additional documentation or changes as it shall determine to be reasonable and necessary for the completion of the Project under an alternative schedule.

H. ACTUAL COSTS. Payments shall be made for Partner's actual costs incurred and reported in accordance with this Agreement. Under no circumstances shall payment exceed the amount of the Maximum Award.

[*signatures appear on following page*]

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The parties are concurrently executing this SOW and the Agreement, both effective upon final signature ("Effective Date").

For the Partner:	**For the Alliance:**
County of Monterey, on behalf of the County of Monterey Health Department	Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed:_____	Date Signed:_____

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EXHIBIT 2

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Elsa Jimenez, Director of Health
Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

December 27, 2024

Kate Nester, Program Development Manager, Central California Alliance for Health
1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066-4981

Re: Alliance Housing Fund Application: $4,500,000

The County of Monterey (County) has underway a partially funded, 30-bed non-congregate medical recuperative care center (MRCC) located in Salinas, near Natividad, County primary care and specialty clinics, behavioral health clinics, and the SHARE family housing and navigation center. Funding for this project will help accelerate this long-planned, fast-tract project that will make use of CalAIM, ECM, and CS for some of its operational costs.

Proposal: The MRCC project consists of a recuperative care center (up to 90 days) and short-term posthospitalization housing (up to 6 months) predominantly for Medi-Cal enrolled or Medi-Cal eligible persons who are unsheltered. The MRCC will be comprised of 30 non-congregate modular units, each consisting of a bedroom with hospital bed, dresser, and nightstand, and fully ADA-compliant bathroom with sink, toilet, and roll-in shower. The facility will be staffed 24/7 with licensed medical care professionals (registered nurses, licensed vocational nurses, and/or public health nurses) who will aid healing from disease and injury while working with Enhanced Care Management and Community Support intensive care coordinated service professionals to help decrease hospital re-admissions and unsheltered homelessness. Qualified patients will be referred by Natividad and Salinas Valley Health (SVH) to the MRCC where ideally, medical staff will have access to their medical records.

While at the MRCC, patients will be screened for appropriate medical and social services including but not limited to primary care physicians and medical specialists, behavioral health clinicians, social services and housing navigators, and other streams of the continuum of care for unsheltered individuals. These services will support Medi-Cal applications, access to dental care, and links to primary care and specialty physicians. The Health Department's Behavioral Health Bureau will address crises and substance

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disorders. County Social Services will review Medi-Cal applications and facilitate links to temporary cash assistance, general assistance, CalFresh, and CalWORKS. Our community homeless services partners will enter patients into the homeless management information system and navigate patients to housing, legal services, and other social supports,

Whenever possible, discharged patients will be transferred to the County's SHARE Center, a 100-bed individual and family shelter and housing navigation center that provides a range of essential services. Patients may also be transferred to other shelters, supportive housing, sobriety centers, or other appropriate levels of care including skilled nursing facilities, if needed.

MRCC Site and Building Attributes: Each non-congregate recuperation unit is designed with a 50-year lifespan that can be disassembled, relocated, and reassembled if needed. With drains in the bedrooms and bathrooms, the units can easily be washed down and sanitized between patient occupancy. They are fully ADA compliant with air conditioning, smoke detectors, and fire alarm and call systems. Wi-Fi, cable TV, and cell phones will be available to each patient. The units will include exterior benches, and the grounds will include pathways, lighting, landscaping, shaded conversation areas, attractive border fencing, perhaps a dog run and dog wash station, and a designated smoking area. The rectangular site is easily accessible by an existing street and will have dedicated parking for staff and service providers, meal and laundry deliveries, and intake/discharge.

Organization Description: The County has a decades-long history of providing facility construction and programs to individuals and families who are unsheltered through its Health and Social Services Departments, and its Office of Homeless Services. In collaboration with local jurisdictions, community partners, and various care systems, the County uses a coordinated approach to address homelessness, focusing on both prevention and intervention strategies. This collaborative effort ensures that individuals atrisk of or currently experiencing homelessness receive timely and effective health, mental health, social services, and housing support. The County is a Medi-Cal provider through its ten Federally Qualified

Health Centers, behavioral health, public health nursing, and Natividad, the County's 172-bed acute care safety-net medical center and teaching hospital, and Level II Trauma Center.

Statement of Need: Monterey County's unhoused residents do not have a hygienic and safe place to medically recover from illness or post-hospitalization when their conditions no longer meet medical necessity to be hospitalized. The MRCC will fill this gap in our system of care by providing vulnerable individuals a clean, safe, and secure place to fully recover, thereby reducing re-hospitalization, prolonged illness, or death. Nearly all people served by the MRCC will be Medi-Cal beneficiaries or presumed MediCal eligible who have been discharged from Natividad and hopefully, SVH hospitals. The project will create the only comprehensive clinical care recuperative facility in the county and beds will specifically serve Monterey County.

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Achievable Solution: The County's solution includes 30 prefabricated, freestanding, furnished units with en suite bath, arranged in a secure configuration on County-owned land, adjacent to the County's existing 100-bed SHARE family housing and navigation. Other freestanding units will serve as:

- an Administration building with a welcome area and private offices for intake and discharge procedures, facility operations, and staff charting,
- a Health Center providing offices for occupational and physical therapies, access to behavioral health therapies, medical/legal counseling, and social services navigation conferences,
- a Community Connections building with open space for patient meal service and group meetings to support mental health, housing, and employment training/opportunities. Healthy snacks will be available here from 7 am to 11 pm.

Budget and Funding Sources: The project budget is approximately $9 million and can be completed in approximately 18 months, although environmental assessment requirements are currently undetermined. The construction budget for a turn-key project is based on comprehensive estimates developed by the architect/engineering consultant, the general contractor, and County of Monterey Public Works, Facilities, and Parks Department. The budget includes site design and engineering; permits and utility meters; and site improvements consisting of grading, compaction, and trenching; parking paving and striping; building foundations; electrical, water, and sewer services; fencing, lighting, covered sidewalks, and landscaping; security cameras; directional and onsite signage; non-congregate units and three ancillary buildings; fixtures, furnishings, and equipment, and limited startup costs. The Health Department has committed $4.5 million in earmarked department funds, and this proposal is for a matching $4.5 million in Alliance Housing Funds. This proposal includes the MRCC furnishings, fixtures, and equipment, but does not represent operational costs. The County of Monterey is free from any debarment and/or suspension, declaration of ineligibility, or voluntarily excluded by any federal department or agency.

Project Architect/Engineering Consultant: The County has issued a work order to Kasavan Architects, a trusted and award-winning full-service design and engineering firm in Salinas. Kasavan Architects has performed design services to the County of Monterey since 1948. Their MRCC services include: Site surveys, geotechnical investigation, environmental analysis, civil, structural, mechanical, electrical and data/communications and landscape and irrigation to support site development as approved by the County and as required by applicable codes and regulations. Sub consulting services include:

- Surveys and Civil Engineering – Whitson Engineers, Monterey
- Utility Locating Services – TBD
- Environmental Consulting - EMC Planning Group, Monterey
- Environmental Engineer (Hazardous Materials) - M3 Environmental, Monterey
- Structural Engineer – Donald C. Urfer & Associates, Soquel
- Mechanical/Fire Protection Engineer – Axiom Engineers, Monterey

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- Fire Flow Test – TBD
- Electrical Engineer – Aurum Consulting Engineers, Monterey
- Landscape Architect – Bellinger Foster and Steinmetz, Monterey

General Contractor: The County is conducting in-depth discussions with a building and general contractor

(B and C licenses) having state of California pre-approved rates provided through Senate Bill 1395, which additionally waives the need for local government requests for proposals and some environmental assessment requirements. This contractor is a pioneer in providing governments with

comprehensive emergency response, disaster recovery, and modular sheltering solutions for unhoused individuals and families. The County's project planning team is working closely with this contractor to identify tailored solutions that will achieve our vision of filling known gaps in our local continuum of medical care for county residents who are unsheltered.

Operations: The Health Department will issue a request for comprehensive operational proposals from qualified, pre-vetted organizations that are experienced in providing medical recuperative care and ancillary services for vulnerable populations. Eligible organizations must commit to the National Institute for Medical Respite Care (NIMRC) and the Respite Care Providers Network 2021 Standards for Medical

Respite Care Programs and the NIMRC's Comprehensive Clinical Care Model. The selected operator will be experienced in Medi-Cal and Medicare billing, and the Cal AIM, ECM, and CS program aspects and billing requirements. Additional operational funding will be contributed from hospital partnerships through contractual agreements. We are developing operational budget scenarios and welcome The Alliance's interest and assistance.

Summary: The project is highly feasible, accessible, and efficient for the delivery of physical, dental, behavioral health, social services, and supportive independent housing solutions. It will close a crucial gap in the County's healthcare and homelessness response continuum by providing essential support to posthospitalized individuals who are too frail or ill to return to homelessness or unsupported living environments. Importantly, this solution has been shown through peer-reviewed studies to prevent avoidable hospital readmissions and reduce emergency department use.

Contact information: Coordinating this project are Patricia Zerounian, MPP, Health Department Management Analyst III, zerounianp@countyofmonterey.gov 831-588-8202, and Elsa Jimenez, MPH, Director of Health Services, jimenezem@countyofmonterey.gov 831-755-4526.

Thank you for considering this application for available Alliance Housing Funds. Please contact me with any questions or comments you may have.

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DocuSigned by:
C7A30BA59CA8423...

Elsa Mendoza Jimenez

Director of Health Services

County of Monterey Health Department

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EXHIBIT 3

ANNUAL ATTESTATION TEMPLATE FOR

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH HOUSING FUND

This Annual Attestation applies to Partner's receipt of Housing Fund Award funds under the Letter of Agreement referenced below between Partner and the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health, ("Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981.

Partner must accurately complete and submit this Annual Attestation to the Alliance by March 31st of each calendar year for the Useful Life of the Project, as further set forth in the Letter of Agreement.

Partner may deliver this Annual Attestation to the Alliance Liaison by any of the following: in person, by submission in the Alliance's online incentives portal, by registered or certified mail, return receipt requested, or U.S. Postal Service Express Mail, with postage prepaid, by Federal Express, other overnight courier that guarantees next day delivery, or by email to: pdincentives@thealliance.health. If delivered by email, the Annual Attestation shall be deemed given when confirmed actually received by the Alliance.

Project:	Medical Recuperative Care Center ("Project")
Letter of Agreement Effective Date:	
Partner Name:	County Of Monterey Health Department
Minimum Medi-Cal Eligible Individuals Preference Threshold Requirement:	Partner must restrict occupancy for at least 80% of the Project's total units to Medi-Cal eligible individuals ("Minimum Medi-Cal Occupancy").

Requirement Type	Description of Requirement	Partner Response
Minimum Medi-Cal Occupancy	Partner must restrict occupancy for at least the Minimum Medi-Cal Occupancy levels specified above. Please confirm Partner has maintained Minimum Medi-Cal Occupancy. If Partner failed to meet Minimum Medi-Cal Occupancy levels, please provide good faith estimate of occupancy by Medi-Cal eligible	☐ Yes. ☐ No. If "No," please explain:

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	individuals during the reporting year and narrative explanation of Partner's failure to meet requirement. • If Project was for Permanent Supportive Housing, minimum threshold is based on number of units in service occupied by Medi-Cal eligible individuals during the reporting year. • If Project was for Recuperative Care or Short-Term Post-Hospitalization Housing, minimum threshold is based on number of stays by Medi-Cal eligible individuals out of total stays.	
Prioritization Process	Current prioritization process. Please confirm use of approved prioritization process. If Partner is currently using a prioritization process other than the process approved by the Alliance, please provide narrative description of current process and how process complies with Medi-Cal eligibility income requirements in alignment with the Letter of Agreement.	□ Yes □ No. If "No," please explain:

By signing the below, Partner attests that the information above is true and correct, that Partner has continued to act in compliance with the Letter of Agreement, and that the Project facilities have continued to operate in alignment with the Letter of Agreement. Partner shall provide all information reasonably requested by the Alliance to validate the above information or to support any response to any government audits or inquiries related to the Letter of Agreement.

Partner:

By: _____

Print Name: _____

Title: _____

Date Signed: _____

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38.a
Approved 5/6/2025
Board of Supervisors
DOC-2025-361

COUNTY-BASED MEDI-CAL
ADMINISTRATIVE ACTIVITIES (CMAA)
TARGETED CASE MANAGEMENT (TCM) AGREEMENT
Between the
COUNTY OF SANTA CRUZ
and
COUNTY OF MONTEREY, ON BEHALF OF
MONTEREY COUNTY HEALTH DEPARTMENT

THIS AGREEMENT is made and entered into by and between County of Monterey, on behalf of Monterey County Health Department, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

WHEREAS, LGA desires to promote access to health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

WHEREAS, LGA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

WHEREAS, HOST ENTITY was selected by CMAA/TCM LGA Consortium ("Consortium") to collect and disburse LGA participation fees; and

WHEREAS, the Santa Cruz County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:

1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
1.2. HOST ENTITY is the "Host Entity" solely for the purpose of collecting and disbursing funds for the Consortium trust fund ("Trust Fund"), as described in the Consortium bylaws and terms of this AGREEMENT.

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1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.
1.4. HOST ENTITY will receive an annual compensation in the amount approved per the consortium annual budget. for the performance of its HOST ENTITY services under Sections 1.1 through 1.3 of this AGREEMENT paid from the Trust Fund.

2. LGA Responsibilities:

2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).

3. Disclaimers:

3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all its costs related to its participation in the CMAA and/or TCM program(s).
3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

4. Insurance and Indemnification:

4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

5.1. LGA may give written notice of its intent to terminate this AGREEMENT and accordingly relinquish its membership and rights to participate in the Consortium, at any time.

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5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement for the period of the contract.

5.3. Participation fees shall be calculated and payable to the HOST ENTITY for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

5.4. LGA will continue to pay fees until all TCM Cost reports have been audited by DHCS.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2025, through June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are integral parts of this agreement and are deemed incorporated by reference herein.

Exhibits:

Exhibit A - Scope of Work -Agreement Concerning County-Based Medi-Cal Administrative Activities/ Targeted Case Management
Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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"HOST ENTITY"
Duly Authorized

COUNTY OF SANTA CRUZ

By DocuSigned by: Jessica Randolph 5/6/2025
A2B41FF65D5549A...
Director of Health Services or Designee
Health Services Agency
1800 Green Hills Road, Suite 240
Scotts Valley, California 95066

"LGA"
Duly Authorized

COUNTY OF MONTEREY

By _____
Elsa Mendoza Jimenez
Director of Health Services
1270 Natividad Rd.
Salinas, California 93906

Approved as to Form:
DocuSigned by: 4/8/2025
Office of the County Counsel Date

Approved as to Insurances:
Signed by: Gina Borasi 4/14/2025
Risk Management Date

Approved as to Form:
DocuSigned by: Stacy Saetta
Name: Stacy Saetta
Title: Chief Deputy County Counsel

6/23/2025 | 2:25 PM PDT
Date

Approved as to Fiscal Provisions:
DocuSigned by: Patricia Ruiz
Name: Patricia Ruiz
Title: Auditor Controller Analyst I

6/24/2025 | 7:01 AM PDT
Date

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DEFINITIONS

1. Local Government Agency (LGA) - A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.

2. CMAA/TCM LGA Consortium ("Consortium") - A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.

3. Participation Fee ("Participation Fee") - Payment to the Consortium for the consortium's CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).

4. Executive Committee (EC) - A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.

5. Consortium Trust Fund ("Trust Fund") - Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.

6. Membership - All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.

7. HOST ENTITY - The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.

8. Termination - To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments or fees due. All fees are due and payable during this time.

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EXHIBIT A: Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities/ Targeted Case Management

HOST ENTITY shall:

1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA pursuant to Exhibit 8.
2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget per Consortium by-laws.
9. Pay all expenses incurred as HOST ENTITY, including costs related to coordinating the Annual LGA Conference hosted by the Consortium.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.

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3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

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EXHIBIT B: Payment and Fee Structure

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time $500 fee to initially join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium ("Consortium"). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.

2. Annual Participation Fee:

    a. The LGA shall be assessed an annual participation fee calculated as the LGA's proportionate share of the LGA Consortium's approved current fiscal year budget.
    b. The LGA's proportionate share percentage shall be calculated as the actual MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM revenue received from DHCS by all LGAs for that same period.
    c. The LGA's proportionate share of the LGA Consortium's approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium's total budgeted expenditures for the MAA and TCM programs for the current fiscal year.
    d. For those LGA's not receiving any revenue from the MAA or TCM programs but still have outstanding TCM Cost Reports that require an audit, the fee charged will be based on the average of the last three (3) years revenues. This amount will be added to the revenue spreadsheet received from DHCS each year, which breaks out the annual revenue for each LGA.
    e. For those LGA's that have yet to receive any revenue, but have already paid the $500 initial fee, the $500 fee will continue until revenue is received and able to be used as a basis for the calculations in subsections a-c above.

docusign

Certificate Of Completion

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Status: Completed
Subject: Contract 26R0238 (25-1576) 5/06/2025 BOS
Source Envelope:
Document Pages: 8
Signatures: 3
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
HSA Admin Processing
701 Ocean Street
Santa Cruz, CA 95060
hsa.adminprocessing@santacruzcountyca.gov
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Pool: FedRamp
Storage Appliance Status: Connected
Pool: County of Santa Cruz
Location: Docusign

Signer Events	Signature	Timestamp
John Nguyen John.Nguyen@santacruzcountyca.gov Lead Assistant County County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: F0F6FD189D784BF... Signature Adoption: Uploaded Signature Image Using IP Address: 76.126.28.101	Sent: 4/7/2025 1:28:31 PM Viewed: 4/7/2025 6:35:35 PM Signed: 4/8/2025 2:49:17 PM
Electronic Record and Signature Disclosure: Accepted: 6/12/2024 8:53:19 AM ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3		
Gina Borasi GINA.BORASI@SANTACRUZCOUNTYCA.GOV Risk Manager County of Santa Cruz Security Level: Email, Account Authentication (None)	Signed by: E4EADC5BA53B4DB... Signature Adoption: Pre-selected Style Using IP Address: 63.194.190.100	Sent: 4/8/2025 2:49:19 PM Viewed: 4/14/2025 12:05:21 PM Signed: 4/14/2025 12:09:50 PM
Electronic Record and Signature Disclosure: Accepted: 12/18/2023 9:38:58 AM ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6		
Jessica Randolph Jessica.Randolph@santacruzcountyca.gov Director of Admin Services County of Santa Cruz Security Level: Email, Account Authentication (None)	DocuSigned by: A2B41FF65D5549A... Signature Adoption: Pre-selected Style Using IP Address: 134.16.3.93	Sent: 5/6/2025 3:15:56 PM Viewed: 5/6/2025 5:05:45 PM Signed: 5/6/2025 5:05:53 PM
Electronic Record and Signature Disclosure: Accepted: 4/25/2025 4:03:08 PM ID: 08cde362-d080-4a9c-baf7-ae58110051c0		

Signer Events	Signature	Timestamp
CBD eSignature cbd.esignature@santacruzcountyca.gov County of Santa Cruz Security Level: Email, Account Authentication (None)	**Signed** Using IP Address: 63.194.190.100	Sent: 5/6/2025 5:05:55 PM Viewed: 5/7/2025 12:32:26 PM Signed: 5/8/2025 8:57:02 AM Freeform Signing

Electronic Record and Signature Disclosure:
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ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Mary Chavez Mary.Chavez@santacruzcountyca.gov Administrative Services Manager, HSA County of Santa Cruz Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 63.194.190.170	Sent: 4/14/2025 12:09:52 PM Resent: 5/6/2025 3:12:19 PM Viewed: 5/6/2025 3:15:36 PM Completed: 5/6/2025 3:15:55 PM

Electronic Record and Signature Disclosure:
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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2025 1:28:31 PM
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Certified Delivered	Security Checked	5/7/2025 12:32:26 PM
Signing Complete	Security Checked	5/8/2025 8:57:02 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/8/2025 8:57:05 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

Docusign Envelope ID: BCF78905-092D-45AA-8BA5-416430198EB4

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:
Applied Crisis Training and Consulting, Inc.

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

Support staff members, contract providers, and the community in Suicide Prevention efforts, and provide program development and facilitation of suicide prevention initiative.

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: **$** $200,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution **to** June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Invoice

Docusign Envelope ID: BCF78905-092D-45AA-8BA5-416430198EB4

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

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

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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.)

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

9.04 Other Requirements:

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, 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.

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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,

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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.

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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:

FOR COUNTY:	**FOR CONTRACTOR:**
Elsa Jimenez, MPH Director of Health Services	Carly Memoli President
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	922 Ponselle Ln Apt. #3 Capitola, CA 95010
Address	Address
(831) 755-4526	(831) 400-8673
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.

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

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

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

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

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

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

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

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

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

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

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

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

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

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 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.

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********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B74193ZAA0D41B...
Contracts/Purchasing Officer

Date: 7/2/2024 | 10:26 AM PDT

By: DocuSigned by: C7A80BA59CA8429...
Department Head (if applicable)

Date: 7/9/2024 | 3:31 PM PDT

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Shane Eben Strong A9006E208761419...
County Counsel

Date: 7/1/2024 | 9:17 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 7/2/2024 | 7:38 AM PDT

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

By:
David Bolton, Risk Manager

Date:

CONTRACTOR

Applied Crisis Training and Consulting, Inc.
DocuSigned by: Contractor/Business Name *

By: DocuSigned by: Carly Memoli D8820B713C74452...
(Signature of Chair, President, or Vice-President)

Carly Memoli President
Name and Title

Date: 6/26/2024 | 12:35 PM PDT

By: DocuSigned by: Dustin Blomquist CFB45E0B9EC3E45E1...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Dustin James Blomquist Secretary
Name and Title

Date: 6/26/2024 | 12:44 PM PDT

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

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

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Applied Crisis Training & Consulting,Inc.
Upon Execution - June 30, 2026

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EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

This Exhibit A shall be incorporated by reference as part of the Standard Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PURPOSE:

CONTRACTOR will support staff members, contract providers, and the community in Suicide Prevention efforts to decrease the number of attempted and completed suicides in Monterey County. CONTRACTOR will provide training for providers (Workforce Development) (Program 1) and program development and facilitation for Monterey County Helping One another to Prevent and Eliminate Suicide (MC HOPES), Monterey County's suicide prevention initiative (Program 2). CONTRACTOR will work with Contract Monitor to ensure there are equitable processes in place, so that the MC HOPES Coalition is inclusive and representative of diverse community member needs.

II. PERIOD OF PERFORMANCE:

Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT will be from **Upon Execution** to **June 30, 2026**.

III. SCOPE OF WORK

A. **PROGRAM 1: WORKFORCE DEVELOPMENT**

The CONTRACTOR shall provide courses, coaching consultation and/or competency assessment services, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below.

NOTE: The term *Training Hours* is used in this agreement to define the number of hours individuals are actively receiving teaching or coaching. Preparation for courses or coaching, preparation for Continuing Education submission, breaks, and post-course, coaching and consultation activities are not included in the calculation of training hours; these activities are included in the training rate. For courses, Training Hours is equal to the number of hours of Continuing Education credit that a learner would receive if the course is approved for Continuing Education credits.

1. **Courses**

   A course is defined as a structured presentation of information that is prepared in advanced to support participant values clarification, knowledge and skill development in a predetermined area.

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a. Recording Rate

With written permission of CONTRACTOR, COUNTY may video and audio record CONTRACTOR courses. COUNTY will pay CONTRACT twice the course rate of the Virtual course fee for the ability to record. The COUNTY and CONTRACTOR will finalize the recording plan at least one day prior to the date of the training. COUNTY will only use recorded material within a controlled learning management system; COUNTY will not release recording in any way that allows participants to capture recording. COUNTY will use recording for an indefinite period. CONTRACTOR can request in writing that COUNTY terminate use of recording; COUNTY will accommodate request if content is no longer up-to-date or otherwise not appropriate to use for training.

b. Supporting Documentation

For each course of two or more hours, CONTRACTOR will provide the following information at least four (4) weeks prior to the course date:

i. The CONTRACTOR's updated resume, if needed.
ii. A syllabus outlining educational goals, learning objectives, course content broken down by topic and time, and at least five professional sources used to build the course.
iii. A PDF version of slides and any handouts to be used during the course.
iv. Exam Questions: Twelve (12) questions for six (6) hour course; seven (7) questions for all other courses.

c. Types of Courses

i. Custom
   - Full Day: Six (6) Training Hours. If CONTRACTOR delivers two half day trainings on the same day, these trainings will be considered a Full Day.
   - Half Day: Three (3) Training Hours.
   - 2 Hour: Two (2) Training Hours
   - 1 Hour: 1 Training Hour

ii. Evidence-Based
   - Applied Suicide Intervention Skills Training (ASIST) (Two Full Days)
   - Suicide Alertness for Everyone (SAFEtalk) (Half Day)
   - Mental Health First Aid (MHFA) (Full Day)
   - Counseling on Access to Lethal Means (CALM) (2 Hours)
   - Be Sensitive Be Brave (2 Hours)

d. Cancellation

COUNTY may cancel up to nine hours of coursework total within each fiscal year with no penalty. Starting with hour ten, CONTRACTOR will bill COUNTY 75% of fee for training activity when cancellation occurs by COUNTY staff with notice of 24 hours or less. If cancelled within 72 hours, CONTRACTOR will bill COUNTY 50% of fee for training activity.

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CONTRACTOR will work with COUNTY staff to reschedule training activity to a date/dates agreeable to both COUNTY and CONTRACTOR.

2. **Coaching**

Coaching is defined as the presentation of knowledge and teaching of skills in direct response to participant learning needs. In contrast to coursework, coaching is less structured, and more responsive to the individualized needs of participants. In contrast to consultation, coaching is focused on the professional development of the participant(s). CONTRACTOR uses their expertise to identify and/or respond to areas of growth to provide learning and recommendations. Coaching may be on-site or via telephone/virtual. CONTRACTOR will not have access to client medical records. Coaching will not include protected health information. Coaching must be pre-approved in writing (including email) by COUNTY.

a. Recording Rate

CONTRACTOR will not charge a fee for recording of coaching sessions. Whether coaching session is recorded will be determined by CONTRACTOR and participant(s).

b. Supporting Documentation

CONTRACTOR will submit a Service Log when invoice includes coaching services. Service Log will include type service (e.g., coaching, consultation, certification), date, length of service, name of service provider, name of recipient(s) and a one sentence summary of service provided. Summary of services will never include protected health information.

c. Types of Coaching

i. Coaching without Content Review

CONTRACTOR will have some, but limited knowledge of coaching question. They will not review any clinical case content prior to the coaching session. CONTRACTOR will bill Hourly rate equal to the number hours, or portion therein, of live coaching.

ii. Coaching with Content Review

CONTRACTOR will review taped and/or written clinical content prior to the coaching session. Written and/or oral feedback will be provided to participant who provided taped content. CONTRACTOR will bill Training Hour rate equal to the number, or portion therein, of live coaching.

iii. 90-Minute Coaching Group

CONTRACTOR and, in some instances, a MCHD Co-Facilitator, will lead 90-minute group. CONTRACTOR will bill 1.5 training hours. Rate will include preparation and debriefing time.

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3. **Consultation.**

Consultation is defined as a professional activity for or among colleagues. While the consultee may increase their knowledge and/or skills, the focus is on customer service or program or course development, and not on professional development. CONTRACTOR will not have access to client medical records. Consultation will not include protected health information. Consultation must be pre-approved in writing (including email) by COUNTY.

a. Recording Rate

CONTRACTOR will not charge fee for recording of consultation sessions. Whether consultation session is recorded will be determined by CONTRACTOR and participant(s).

b. Supporting Documentation

CONTRACTOR will submit a Service Log when invoice includes consultation services. Service Log will include type service (e.g., coaching, consultation, certification), date, length of service, name of service provider, name of recipient(s) and a one sentence summary of service provided. Summary of services will never include protected health information.

c. Types of Consultation

i. *Clinical*

CONTRACTOR will work with consultee to provide support regarding, for example, diagnosis, treatment plan, interventions. All verbal and written communication regarding the consultation will be HIPAA compliant.

ii. *Program Development*

CONTRACTOR will meet with consultee to understand consultation question(s) and, within one month, provide verbal and written recommendations to consultee to improve scope and/or effectiveness of MCHD programing, clinical services and/or training.

iii. *Course Development*

With COUNTY pre-approval and guidance, CONTRACTOR will create curriculum specifically for the needs of MCHD that address predetermined learning objectives. Curriculum development does not include changes to a course or training that CONTRACTOR has already developed. Curriculum development may be charged for hours equal to or less than the number of training hours of the course under development. MCHD reserves the right to deliver any content during or after the termination of this contract, that CONTRACTOR developed and invoiced to MCHD. MCHD will attribute the curriculum to the CONTRACTOR. The CONTRACTOR is free to deliver the content to non MCHD audiences; however, the CONTRACTOR must include a statement that the content was developed at the direction of MCHD

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B. **PROGRAM 2: MC HOPES**

1. Administration

Under the direction of the CONTRACT MANAGER, and any designee of the CONTRACT MANAGER, CONTRACTOR will support the MCHOPES Implementation Team in meeting MCHOPES goals and objectives as defined in MCHOPES Fiscal Year Plan. All community facing meetings and materials will be accessible in English and Spanish. CONTRACTOR will arrange for interpretation services for all Coalition Meetings and all MCHOPES events and will provide all written materials in English and Spanish, for, for example, emails, website content, outreach contents, surveys.

CONTRACTOR will charge a monthly administrative fee which will include, but is not limited to, the following activities:

a. Implementation Meetings
   i. CONTRACTOR will convene at least 9 Implementation Team meetings during each fiscal year.
   ii. CONTRACTOR will perform all administrative responsibilities associated with Implementation Team meetings, including:
      - Schedule, send calendar invites, and maintain contacts.
      - Develop and distribute agendas and content with input from COUNTY and Implementation Team members.
      - Provide facilitation to ensure smooth and effective meetings, strive for balanced participation, and promote an environment of collaboration and transparency.
      - Document, store, and share meeting minutes (transcribe).
      - Monitor attendance and participation of Implementation Team members and strategize with CONTRACT MANAGER, as needed, to improve Implementation team and/or attendance and/or productivity.
      - Gather and incorporate Implementation Team member input and involvement in MC HOPES Coalition communications, meetings, and activities.
      - CONTRACTOR will work with COUNTY, Implementation Team members and partners to continually review local suicide-related data to inform implementation of MC HOPES activities.
      - CONTRACTOR will work with the Implementation Team to identify and commit to a primary implementation focus for each fiscal year; a focus may carryover from one year to the next. The Implementation Team will finalize the primary focus at least two months prior to the start of the next fiscal year (e.g. by May 1). For example, the MCHOPES Implementation Team is currently planning to focus for FY 24-25 on infusing considerations of culture and social identity

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throughout local suicide prevention activities, including implementation of the Roadmap for Suicide Prevention.

- CONTRACTOR will partner with COUNTY and Implementation Team to align activities with key community initiatives and build and/or sustain relationships with stakeholder groups and community partners.
- CONTRACTOR will develop and regularly update a MC HOPES Procedure Guide, documenting Coalition and Implementation Team activities for sustainability and transparency.

b. Communication with Coalition Members
   i. CONTRACTOR will model Safe and Effective Messaging principles when sharing public information regarding suicide and suicide prevention information and will share guidance and information for Coalition members in Safe and Effective Messaging.
   ii. CONTRACTOR will send coalition members an email at least ten times per year which highlights current events and resources, and which will include a link to the MCHOPES webpage.
   iii. To encourage coalition members to read MCHPOES communications, CONTRACTOR will work with COUNTY to develop, for each fiscal year, a consistent theme for Coalition communications, that, for example, highlights protective factors for suicide and strategies and/or resources to enhance these.
   iv. CONTRACTOR will coordinate welcome orientation with new members of the MC HOPES Coalition.

c. Communication with Community
   i. CONTRACTOR will publish local suicide-related data annually using community-friendly formats.
   ii. CONTRACTOR will publish and distribute suicide-related data in multiple formats and venues to raise awareness, including through Monterey County Behavioral Health website, through collaboration with Public Health Information Officer, through printed copies at community events.
   iii. CONTRACTOR will collaborate with COUNTY on the continuous development and implementation of communication, marketing, and outreach efforts on behalf of the coalition.
   iv. CONTRACTOR will receive, monitor, and, in collaboration with CONTRACT MANAGER, respond to community questions and input.

d. Continuous Quality Improvement
   i. CONTRACTOR will work with COUNTY to develop and distribute evaluation forms for all MCHOPES meetings, events and trainings and

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will analyze resulting data and make recommendations to improve MCHOPES programming.

ii. CONTRACTOR will develop, distribute, and analyze input from Annual Coalition Member Survey and develop recommendations to improve MCHOPES programming.

iii. CONTRACTOR will monitor and track fluctuations in coalition membership to inform engagement and recruitment activities.

2. Coalition Meetings

Under the direction of the CONTRACT MANAGER, and any designee of the CONTRACT MANAGER, CONTRACTOR will convene at least 5 MCHOPES Coalition Meetings each fiscal year to facilitate information sharing and engage Coalition Members in suicide prevention, intervention, and postvention activities. CONTRACTOR will charge an all-inclusive fee for Coalition Meetings; the fee will include, but is not limited to, the following activities:

a. <u>During Coalition Meetings:</u>

i. CONTRACTOR will provide at least two facilitators for each Coalition Meeting. One facilitator will focus on the agenda and leading the content of the meeting. The second facilitator will serve as support, including supporting attendees with technology or personal needs during the meeting.

ii. CONTRACTOR will interface with language interpreters to ensure smooth and equitable access to and participation in meeting.

iii. CONTRACTOR will solicit and document feedback from meeting attendees to inform future Coalition Meetings and activities; this includes polling, feedback shared via chat, and feedbacks surveys.

b. <u>Preparation for Coalition Meetings:</u>

i. CONTRACTOR will produce and distribute Coalition Meeting invitations; invitations will be updated and distributed no less than 6 weeks before Coalition Meeting.

ii. CONTRACTOR will submit a draft agenda for each Coalition Meeting to COUNTY at least 4 weeks in advance of the meeting date.

iii. CONTRACTOR will communicate with identified Interpretation Vendor, paid for by Monterey County Behavioral Health, to secure interpretation for Coalition Meetings and seek COUNTY approval for all planned interpretation.

iv. CONTRACTOR will submit content for review to COUNTY no less than 2 weeks prior to Coalition Meeting and will incorporate feedback and guidance from County prior to translation and sharing of content.

v. CONTRACTOR will arrange for and interface with guest presenters for Coalition Meetings.

vi. CONTRACTOR will provide virtual platform for Coalition Meetings and provide technical assistance to support members in joining and utilizing various features of the virtual meeting platform.

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c. After Coalition Meetings:
   i. CONTRACTOR will create summary report for COUNTY following each Coalition Meeting, outlining attendance, outcomes, next steps, and lessons learned.
   ii. CONTRACTOR will produce a summary and compile links and resources for each Coalition Meeting, to be added to website after each meeting.

3. Events

In collaboration with and approval from the CONTRACT MANAGER, CONTRACTOR will attend and/or develop community events to support MC HOPES goals and implementation focus. The budget for a one-day event will not exceed $10,000.

a. Budget

CONTRACTOR will develop a budget for all events, with the of exception of Coalition Meetings and Implementation Team Meetings. CONTRACTOR will submit a budget to CONTRACT MANAGER and obtain approval at least two weeks prior to each event and before incurring any costs for the event. Elements of the budget will include, for example, employee hours involved in planning for and staffing the event, marketing materials, participant materials and giveaways (e.g. tabling, branded items), refreshments and hydration station(s), required permits and/or location and associated costs (e.g. safety related, sanitation, decoration, compliance, etc.), audio/visual equipment and services, rental of necessary equipment (e.g. tables and chairs), setup and cleanup costs, etc.

b. Invoice

Within 30 days after event, CONTRACTOR will submit a detailed invoice, with supporting expenditure documentation, totaling less than or equal to the pre-approved budget amount. On a case-by-case basis, CONTRACT MANAGER will consider payment more than the original budgeted amount, in alignment with documented and approvable expenses in excess of the original budgeted amount.

c. Report

For each event, CONTRACTOR will produce a report detailing the attendance and major outcomes (where applicable) of the event, with notes on successful elements and areas for improvement or modification in the future.

4. Training: Coalition and Community

CONTRACTOR will curate, provide, and organize suicide prevention learning opportunities for coalition members and/or community members as determined by Contract Manager and Implementation Team. CONTRACTOR will provide evidence-based and custom community trainings as follows:

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a. Applied Suicide Intervention Skills Training (ASIST) Workshop

i. Course includes

- 2 ASIST-certified Master Trainers for 2 days of in-person training for up to 30 participants, including any travel.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, CEU information sheets, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Preparation and printing of attendee certificates.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. Participant Kits: Required Participant Kits for ASIST Workshop to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

b. Suicide Alertness For Everyone (SAFETALK)

i. Course includes

- Certified SAFETALK Trainer (minimum of 1), plus 1 ASIST-Trained staff member (per training requirements) for ½ day, in-person workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, CEU information sheets, course logistics, etc.).
- All audio/visual equipment and multimedia services.

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- Preparation and submittal of required course report and feedback forms to certifying organization.
- Preparation and printing of attendee certificates.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. *Participant Kits:* Required Participant Kits for safeTALK Workshop to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

c. Mental Health First Aid (MHFA)

i. Course includes

- Certified Mental Health First Aid Trainers for full day, in-person workshop of up to 30 participants.
- Outreach and recruitment of participants prior to workshop.
- Interface with Mental Health First Aid online registration portal to publish course, complete participant registration, enrollment, and pre-workshop administration.
- Support for participants during individual, pre-workshop required components (including technical assistance, verifying completion of self-paced pre-coursework, and individualized support).
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Preparation and printing of attendee certificates.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. *Participation Kits.* Mental Health First Aid Participant Workbooks and Participant Processing Guides. Required Participant Workbooks and Participant Processing Guides to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

d. Counseling on Access to Lethal Means (CALM)

i. Course fee includes:

- 2 ACTC Trainers for 2-hour, virtual workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.

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- All audio/visual equipment and multimedia services.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Distribution of participant materials.
- Preparation and distribution of attendee certificates.

e. Be Sensitive, Be Brave for Suicide Prevention Training

i. Course fee includes:

- 2 Certified BSBB Trainers from ACTC for 2-hour, virtual workshop of up to 30 participants
- Outreach, recruitment, and registration of participants prior to workshop.
- All audio/visual equipment and multimedia services.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Distribution of participant materials.
- Preparation and distribution of attendee certificates.

5. Custom Training. See Program 1. WORKFORCE DEVELOPMENT

IV. DESIGNATED CONTRACT MONITOR

Jill Walker, Ph.D.
Behavioral Health Services Manager II
County of Monterey Health Department, Behavioral Health Bureau
1270Natividad Road
Salinas, CA 93906
(831) 796-1271

V. PAYMENT PROVISIONS

A. COUNTY shall pay an amount not to exceed **$200,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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PROGRAM 1: WORKFORCE DEVELOPMENT			
		Rate per Unit of Service	
Service	**Hours/Unit of Service**	**On-Site**	**Virtual***
1. Courses			
Custom			
Full Day Course	6 Training Hours	$2,950	$2,700
Half Day Course	3 Training Hours	$1,625	$1,375
2 Hour Course	2 Training Hours	N/A	$900
1 Hour Course	1 Training Hour	N/A	N/A
Evidence Based	See Program 2: MCHOPE		
*When courses are recorded, rate will be doubled.			
2. Coaching			
Coaching w/out Record Review	1 Hour	N/A	$190
Coaching w/ Record Review	1 Training Hour	N/A	$285
Coaching Group w/Preparation and Follow-up	1.5 Training Hours	N/A	$380
3. Consultation			
Clinical Consultation	1 Hour	$190	$190
Program Development or Evaluation	1 Hour	$190	$190
Curriculum Development	1 Hour	N/A	$190

PROGRAM 2: MC HOPES		
Service	**Unit of Service**	**Rate per Unit**
B1. Administration		
Monthly Administration	All Inclusive Monthly Rate	$6,500
B2. Coalition Meetings		
MC HOPES Coalition Meeting	All Inclusive Rate for each Meeting	$2,000
B3. Events		
Each approved Event	All Inclusive Rate for each Event, as determined by budget	$10,000 maximum
B4. Trainings for Community and Coalition		
a. ASIST		

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Course	All inclusive, onsite, 2-day, up to 30 participants	$6,000
Participant Kit	$50 per kit, standard workshop of 30	$1,500
b. SAFETALK Training		
Course	All inclusive, onsite, ½ day, up to 30 participants	$2,000
Participant Kit	$15 per kit, standard workshop of 30	$450
c. Mental Health First Aid Training		
Course	All inclusive, onsite, full day, up to 30 participants	$4,000
Participant Kit	$25 per participant, standard workshop of 30	$750
d. Counseling on Access to Lethal Means (CALM		
Course	All inclusive, 2-hour virtual, up to 30 participants	$900
e. Be Sensitive, Be Brave for Suicide Prevention		
Cou rse	All inclusive, 2-hour virtual, up to 30 participants	$900
B5. Custom Training	See Program 1: WORKFORCE DEVELOPMENT	

B. These rates will cover all expenses related to the services including preparation and supplies/materials. These rates are all-inclusive.

C. There shall be no travel reimbursement allowed during this Agreement.

D. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the COUNTY. Specifically, CONTRACTOR shall submit its invoice on Exhibit B – Invoice Form to COUNTY to reach the Behavioral no later than the 30th day of the month following the month of service.

E. CONTRACTOR shall submit via email a claim using Exhibit B – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services. Invoices will be separated by Bureau and rendered to:

Behavioral Health
MCHDBHFinance@countyofmonterey.gov

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IV. CONTRACTORS BILLING PROCEDURES

A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

B. COUNTY shall review and certify CONTRACTOR'S Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor- Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

C. 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) 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.

VII. 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 not to exceed **$200,000** for services rendered under this Agreement for the period of **Upon execution to June 30, 2026.**

B. Maximum Liability Amount:

Term	Amount
Program 1: WORKFORCE DEVELOPMENT	$75,000.00
Program 2: MC HOPES	$125,000.00
Maximum County Obligation	$200,000.00

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EXHIBIT B: INVOICE

Contractor:	Applied Crisis Training and Consulting, Inc.	**Invoice Number:**	
Address Line 1:		**County PO No.:**	
Address Line 2:		**Invoice Period:**	
Tel. No.:			
Contract Term:	Upon Execution - June 30, 2026	**Final Invoice :**	(Check if Yes)
lth Dept. Bureau			BH Control Number

Date of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this Period
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTALS:				$ -

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: _____

Email to:	MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

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AMENDMET NO. 1
TO COUNTY OF MONTEREY STANDARD AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY AND
APPLIED CRISIS TRAINING AND CONSULTING, INC.

THIS AMENDMENT NO. 1 is made to the County of Monterey Standard Agreement "AGREEMENT," by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Applied Crisis Training and Consulting, Inc., hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered an AGREEMENT for the provision of suicide prevention training, program development and facilitation activities in the amount of $200,000 for the term of July 2, 2024 – June 30, 2026; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to revise the Fiscal Year (FY) 2024-25 and FY 2025-26 amount, for a revised total Agreement amount not to exceed $264,475 for the same term of July 2, 2024 – June 30, 2026.

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 the sum of: $200,000,"* and replacing it with, *"The total amount payable by the County to CONTRATOR under this Agreement shall not exceed the sum of $264,475*."

2. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the Agreement to Exhibit A shall be construed to refer to EXHIBIT A-1.

3. Except as provided herein, all remaining terms, conditions, and provision 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 No. 1 shall be attached to the original AGREEMENT executed by the County on July 2, 2024.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to the Standard Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form [1]
By: DocuSigned by: Kevin Serrano CF464EA4820E4B5...
County Counsel

Date: 6/20/2025 | 1:59 PM PDT

Approved as to Fiscal Provisions[2]
By: DocuSigned by: Jennifer Forsyth 4E7E057875454AE...
Auditor-Controller

Date: 6/20/2025 | 3:20 PM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

APPLIED CRISIS TRAINING AND CONSULTING, INC.
Contractor's Business Name*

By: DocuSigned by: Carly Memoli D8820B713C74452...
(Signature of Chair, President, or Vice-President)*

Carly Memoli, President
Name and Title

Date: 6/13/2025 | 3:50 PM PDT

By: Signed by: Dustin Blomquist CFB4F0B9FC3F4F1...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dustin Blomquist, Secretary
Name and Title

Date: 6/15/2025 | 4:42 PM PDT

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

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required
[3] Approval by Risk Management is necessary only if changes are made in Sections 8 or 9

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EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

This Exhibit A shall be incorporated by reference as part of the Standard Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PURPOSE:

CONTRACTOR will support staff members, contract providers, and the community in Suicide Prevention efforts to decrease the number of attempted and completed suicides in Monterey County. CONTRACTOR will provide training for providers (Workforce Development) (Program 1) and program development, community training, and facilitation for Monterey County Helping One Another Prevent and Eliminate Suicide (MC HOPES), Monterey County's suicide prevention initiative (Program 2). CONTRACTOR will work with Contract Monitor to ensure there are equitable processes in place, so that the MC HOPES Coalition is inclusive and representative of diverse community member needs.

II. PERIOD OF PERFORMANCE:

Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT will be from **July 2, 2024** to **June 30, 2026**.

III. SCOPE OF WORK

A. PROGRAM 1: WORKFORCE DEVELOPMENT

The CONTRACTOR shall provide courses, coaching consultation and/or competency assessment services, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below.

NOTE: The term *Training Hours* is used in this agreement to define the number of hours individuals are actively receiving teaching or coaching. Preparation for courses or coaching, preparation for Continuing Education submission, breaks, and post-course, coaching and consultation activities are not included in the calculation of training hours; these activities are included in the training rate. For courses, Training Hours is equal to the number of hours of Continuing Education credit that a learner would receive if the course is approved for Continuing Education credits.

1. **Courses**
   A course is defined as a structured presentation of information that is prepared in advanced to support participant values clarification, knowledge and skill development in a predetermined area.

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a. Recording Rate

With written permission of CONTRACTOR, COUNTY may video and audio record CONTRACTOR courses. COUNTY will pay CONTRACT twice the course rate of the Virtual course fee for the ability to record. The COUNTY and CONTRACTOR will finalize the recording plan at least one day prior to the date of the training. COUNTY will only use recorded material within a controlled learning management system; COUNTY will not release recording in any way that allows participants to capture recording. COUNTY will use recording for an indefinite period. CONTRACTOR can request in writing that COUNTY terminate use of recording; COUNTY will accommodate request if content is no longer up-to-date or otherwise not appropriate to use for training.

b. Supporting Documentation

For each course of two or more hours, CONTRACTOR will provide the following information at least four (4) weeks prior to the course date:

i. The CONTRACTOR's updated resume, if needed.
ii. A syllabus outlining educational goals, learning objectives, course content broken down by topic and time, and at least five professional sources used to build the course.
iii. A PDF version of slides and any handouts to be used during the course.
iv. Exam Questions: Twelve (12) questions for six (6) hour course; seven (7) questions for all other courses.

c. Types of Courses

Courses	FY 2024-25	FY 2025-26
i. Custom	o Full Day: Six (6) Training Hours. If CONTRACTOR delivers two half day trainings on the same day, these trainings will be considered a Full Day.	o Full Day: Six (6) Training Hours
	o Half Day: Three (3) Training Hours.	o Half Day: Three (3) Training Hours
	o 2 Hour: Two (2) Training Hours	o 2 Hour: Two (2) Training Hours
	o 1 Hour: 1 Training Hour	o 1 Hour: 1 Training Hour
i. Evidence-Base	o Applied Suicide Intervention Skills Training (ASIST) (Two Full Days)	None
	o Suicide Alertness for Everyone (SAFEtalk) (Half Day)	
	o Mental Health First Aid (MHFA) (Full Day)	
	o Counseling on Access to Lethal Means (CALM) (2 Hours)	
	o Be Sensitive Be Brave (2 Hours)	

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d. Cancellation

COUNTY may cancel up to nine hours of coursework total within each fiscal year with no penalty. Starting with hour ten, CONTRACTOR will bill COUNTY 75% of fee for training activity when cancellation occurs by COUNTY staff with notice of 24 hours or less. If cancelled within 72 hours, CONTRACTOR will bill COUNTY 50% of fee for training activity. CONTRACTOR will work with COUNTY staff to reschedule training activity to a date/dates agreeable to both COUNTY and CONTRACTOR.

2. **Coaching**

Coaching is defined as the presentation of knowledge and teaching of skills in direct response to participant learning needs. In contrast to coursework, coaching is less structured, and more responsive to the individualized needs of participants. In contrast to consultation, coaching is focused on the professional development of the participant(s). CONTRACTOR uses their expertise to identify and/or respond to areas of growth to provide learning and recommendations. Coaching may be on-site or via telephone/virtual. CONTRACTOR will not have access to client medical records. Coaching will not include protected health information. Coaching must be pre-approved in writing (including email) by COUNTY.

a. Recording Rate

CONTRACTOR will not charge a fee for recording of coaching sessions. Whether coaching session is recorded will be determined by CONTRACTOR and participant(s).

b. Supporting Documentation

CONTRACTOR will submit a Service Log when invoice includes coaching services. Service Log will include type service (e.g., coaching, consultation, certification), date, length of service, name of service provider, name of recipient(s) and a one sentence summary of service provided. Summary of services will never include protected health information.

c. Types of Coaching

Coaching	FY 2024-25	FY 2025-26
i. Coaching without Content Review	CONTRACTOR will have some, but limited knowledge of coaching question. They will not review any clinical case content prior to the coaching session. CONTRACTOR will bill Hourly rate equal to the number hours, or portion therein, of live coaching.	CONTRACTOR will have some, but limited knowledge of coaching question. They will not review any clinical case content prior to the coaching session. CONTRACTOR will bill Hourly rate equal to the number hours, or portion therein, of live coaching.

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ii. Coaching with Content Review	CONTRACTOR will review taped and/or written clinical content prior to the coaching session. Written and/or oral feedback will be provided to participant who provided taped content. CONTRACTOR will bill Training Hour rate equal to the number, or portion therein, of live coaching.	CONTRACTOR will review taped and/or written clinical content prior to the coaching session. Written and/or oral feedback will be provided to participant who provided taped content. CONTRACTOR will bill Training Hour rate equal to the number, or portion therein, of live coaching.
iii. 90-Minute Coaching Group	CONTRACTOR and, in some instances, a MCHD Co-Facilitator, will lead 90-minute group. CONTRACTOR will be 1.5 training hours. Rate will include preparation and debriefing time.	None

3. **Consultation.**
Consultation is defined as a professional activity for or among colleagues. While the consultee may increase their knowledge and/or skills, the focus is on customer service or program or course development, and not on professional development. CONTRACTOR will not have access to client medical records. Consultation will not include protected health information. Consultation must be pre-approved in writing (including email) by COUNTY.

a. Recording Rate
CONTRACTOR will not charge fee for recording of consultation sessions. Whether consultation session is recorded will be determined by CONTRACTOR and participant(s).

b. Supporting Documentation
CONTRACTOR will submit a Service Log when invoice includes consultation services. Service Log will include type service (e.g., coaching, consultation, certification), date, length of service, name of service provider, name of recipient(s) and a one sentence summary of service provided. Summary of services will never include protected health information.

c. Types of Consultation
Consultation services will be for FY 2024-25 and FY 2025-26

i. *Clinical*
CONTRACTOR will work with consultee to provide support regarding, for example, diagnosis, treatment plan, interventions. All verbal and written communication regarding the consultation will be HIPAA compliant.

ii. *Program Development*
CONTRACTOR will meet with consultee to understand consultation question(s) and, within one month, provide verbal and written

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recommendations to consultee to improve scope and/or effectiveness of MCHD programing, clinical services and/or training.

iii. *Course Development*

With COUNTY pre-approval and guidance, CONTRACTOR will create curriculum specifically for the needs of MCHD that address predetermined learning objectives. Curriculum development does not include changes to a course or training that CONTRACTOR has already developed. Curriculum development may be charged for hours equal to or less than the number of training hours of the course under development. MCHD reserves the right to deliver any content during or after the termination of this contract, that CONTRACTOR developed and invoiced to MCHD. MCHD will attribute the curriculum to the CONTRACTOR. The CONTRACTOR is free to deliver the content to non MCHD audiences; however, the CONTRACTOR must include a statement that the content was developed at the direction of MCHD.

B. PROGRAM 2: MC HOPES

FISCAL YEAR 2024-25

1. Administration

Under the direction of the CONTRACT MANAGER, and any designee of the CONTRACT MANAGER, CONTRACTOR will support the MCHOPES Implementation Team in meeting MCHOPES goals and objectives as defined in MCHOPES Fiscal Year Plan. All community facing meetings and materials will be accessible in English and Spanish. CONTRACTOR will arrange for interpretation services for all Coalition Meetings and all MCHOPES events and will provide all written materials in English and Spanish, for, for example, emails, website content, outreach contents, surveys.

CONTRACTOR will charge a monthly administrative fee which will include, but is not limited to, the following activities:

a. Implementation Meetings

i. CONTRACTOR will convene at least 9 Implementation Team meetings during each fiscal year.

ii. CONTRACTOR will perform all administrative responsibilities associated with Implementation Team meetings, including:

- Schedule, send calendar invites, and maintain contacts.
- Develop and distribute agendas and content with input from COUNTY and Implementation Team members.
- Provide facilitation to ensure smooth and effective meetings, strive for balanced participation, and promote an environment of collaboration and transparency.
- Document, store, and share meeting minutes (transcribe).

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- Monitor attendance and participation of Implementation Team members and strategize with CONTRACT MANAGER, as needed, to improve Implementation team and/or attendance and/or productivity.
- Gather and incorporate Implementation Team member input and involvement in MC HOPES Coalition communications, meetings, and activities.
- CONTRACTOR will work with COUNTY, Implementation Team members and partners to continually review local suicide-related data to inform implementation of MC HOPES activities.
- CONTRACTOR will work with the Implementation Team to identify and commit to a primary implementation focus for each fiscal year; a focus may carryover from one year to the next. The Implementation Team will finalize the primary focus at least two months prior to the start of the next fiscal year (e.g. by May 1). For example, the MCHOPES Implementation Team is currently planning to focus for FY 24-25 on infusing considerations of culture and social identity throughout local suicide prevention activities, including implementation of the Roadmap for Suicide Prevention.
- CONTRACTOR will partner with COUNTY and Implementation Team to align activities with key community initiatives and build and/or sustain relationships with stakeholder groups and community partners.
- CONTRACTOR will develop and regularly update a MC HOPES Procedure Guide, documenting Coalition and Implementation Team activities for sustainability and transparency.

b. Communication with Coalition Members
   i. CONTRACTOR will model Safe and Effective Messaging principles when sharing public information regarding suicide and suicide prevention information and will share guidance and information for Coalition members in Safe and Effective Messaging.
   ii. CONTRACTOR will send coalition members an email at least ten times per year which highlights current events and resources, and which will include a link to the MCHOPES webpage.
   iii. To encourage coalition members to read MCHPOES communications, CONTRACTOR will work with COUNTY to develop, for each fiscal year, a consistent theme for Coalition communications, that, for example, highlights protective factors for suicide and strategies and/or resources to enhance these.
   iv. CONTRACTOR will coordinate welcome orientation with new members of the MC HOPES Coalition.

c. Communication with Community
   i. CONTRACTOR will publish local suicide-related data annually using community-friendly formats.
   ii. CONTRACTOR will publish and distribute suicide-related data in multiple formats and venues to raise awareness, including through Monterey County

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Behavioral Health website, through collaboration with Public Health Information Officer, through printed copies at community events.

iii. CONTRACTOR will collaborate with COUNTY on the continuous development and implementation of communication, marketing, and outreach efforts on behalf of the coalition.

iv. CONTRACTOR will receive, monitor, and, in collaboration with CONTRACT MANAGER, respond to community questions and input.

d. Continuous Quality Improvement

i. CONTRACTOR will work with COUNTY to develop and distribute evaluation forms for all MCHOPES meetings, events and trainings and will analyze resulting data and make recommendations to improve MCHOPES programming.

ii. CONTRACTOR will develop, distribute, and analyze input from Annual Coalition Member Survey and develop recommendations to improve MCHOPES programming.

iii. CONTRACTOR will monitor and track fluctuations in coalition membership to inform engagement and recruitment activities.

2. Coalition Meetings

Under the direction of the CONTRACT MANAGER, and any designee of the CONTRACT MANAGER, CONTRACTOR will convene at least 5 MCHOPES Coalition Meetings each fiscal year to facilitate information sharing and engage Coalition Members in suicide prevention, intervention, and postvention activities.
CONTRACTOR will charge an all-inclusive fee for Coalition Meetings; the fee will include, but is not limited to, the following activities:

a. During Coalition Meetings:

i. CONTRACTOR will provide at least two facilitators for each Coalition Meeting. One facilitator will focus on the agenda and leading the content of the meeting. The second facilitator will serve as support, including supporting attendees with technology or personal needs during the meeting.

ii. CONTRACTOR will interface with language interpreters to ensure smooth and equitable access to and participation in meeting.

iii. CONTRACTOR will solicit and document feedback from meeting attendees to inform future Coalition Meetings and activities; this includes polling, feedback shared via chat, and feedbacks surveys.

b. Preparation for Coalition Meetings:

i. CONTRACTOR will produce and distribute Coalition Meeting invitations; invitations will be updated and distributed no less than 6 weeks before Coalition Meeting.

ii. CONTRACTOR will submit a draft agenda for each Coalition Meeting to COUNTY at least 4 weeks in advance of the meeting date.

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iii. CONTRACTOR will communicate with identified Interpretation Vendor, paid for by Monterey County Behavioral Health, to secure interpretation for Coalition Meetings and seek COUNTY approval for all planned interpretation.
iv. CONTRACTOR will submit content for review to COUNTY no less than 2 weeks prior to Coalition Meeting and will incorporate feedback and guidance from County prior to translation and sharing of content.
v. CONTRACTOR will arrange for and interface with guest presenters for Coalition Meetings.
vi. CONTRACTOR will provide virtual platform for Coalition Meetings and provide technical assistance to support members in joining and utilizing various features of the virtual meeting platform.

c. <u>After Coalition Meetings:</u>
i. CONTRACTOR will create summary report for COUNTY following each Coalition Meeting, outlining attendance, outcomes, next steps, and lessons learned.
ii. CONTRACTOR will produce a summary and compile links and resources for each Coalition Meeting, to be added to website after each meeting.

3. Events

In collaboration with and approval from the CONTRACT MANAGER, CONTRACTOR will attend and/or develop community events to support MC HOPES goals and implementation focus. The budget for a one-day event will not exceed $10,000.

a. <u>Budget</u>
CONTRACTOR will develop a budget for all events, with the of exception of Coalition Meetings and Implementation Team Meetings. CONTRACTOR will submit a budget to CONTRACT MANAGER and obtain approval at least two weeks prior to each event and before incurring any costs for the event. Elements of the budget will include, for example, employee hours involved in planning for and staffing the event, marketing materials, participant materials and giveaways (e.g. tabling, branded items), refreshments and hydration station(s), required permits and/or location and associated costs (e.g. safety related, sanitation, decoration, compliance, etc.), audio/visual equipment and services, rental of necessary equipment (e.g. tables and chairs), setup and cleanup costs, etc.

b. <u>Invoice</u>
Within 30 days after event, CONTRACTOR will submit a detailed invoice, with supporting expenditure documentation, totaling less than or equal to the pre-approved budget amount. On a case-by-case basis, CONTRACT MANAGER will consider payment more than the original budgeted amount, in alignment with documented and approvable expenses in excess of the original budgeted amount.

c. <u>Report</u>

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For each event, CONTRACTOR will produce a report detailing the attendance and major outcomes (where applicable) of the event, with notes on successful elements and areas for improvement or modification in the future.

4. Training: Coalition and Community

CONTRACTOR will curate, provide, and organize suicide prevention learning opportunities for coalition members and/or community members as determined by Contract Manager and Implementation Team. CONTRACTOR will provide evidence-based and custom community trainings as follows:

a. Applied Suicide Intervention Skills Training (ASIST) Workshop

i. Course includes

- 2 ASIST-certified Master Trainers for 2 days of in-person training for up to 30 participants, including any travel.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, CEU information sheets, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Preparation and printing of attendee certificates.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. Participant Kits: Required Participant Kits for ASIST Workshop to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

b. Suicide Alertness For Everyone (SAFETALK)

i. Course includes

- Certified SAFETALK Trainer (minimum of 1), plus 1 ASIST-Trained staff member (per training requirements) for ½ day, in-person workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.

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- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, CEU information sheets, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Preparation and printing of attendee certificates.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. Participant Kits: Required Participant Kits for SAFEtalk Workshop to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

c. Mental Health First Aid (MHFA)

i. Course includes

- Certified Mental Health First Aid Trainers for full day, in-person workshop of up to 30 participants.
- Outreach and recruitment of participants prior to workshop.
- Interface with Mental Health First Aid online registration portal to publish course, complete participant registration, enrollment, and pre-workshop administration.
- Support for participants during individual, pre-workshop required components (including technical assistance, verifying completion of self-paced pre-coursework, and individualized support).
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Preparation and printing of attendee certificates.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. *Participation Kits.* Mental Health First Aid Participant Workbooks and Participant Processing Guides. Required Participant Workbooks and Participant Processing Guides to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

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d. Counseling on Access to Lethal Means (CALM)
   i. Course fee includes:
   - 2 ACTC Trainers for 2-hour, virtual workshop of up to 30 participants.
   - Outreach, recruitment, and registration of participants prior to workshop.
   - All audio/visual equipment and multimedia services.
   - Required setup, breakdown, course administration, and evaluation during and following workshop.
   - Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
   - Virtual platform for training.
   - Distribution of participant materials.
   - Preparation and distribution of attendee certificates.

e. Be Sensitive, Be Brave for Suicide Prevention Training
   i. Course fee includes:
   - 2 Certified BSBB Trainers from ACTC for 2-hour, virtual workshop of up to 30 participants
   - Outreach, recruitment, and registration of participants prior to workshop.
   - All audio/visual equipment and multimedia services.
   - Required setup, breakdown, course administration, and evaluation during and following workshop.
   - Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
   - Virtual platform for training.
   - Distribution of participant materials.
   - Preparation and distribution of attendee certificates.

5. **Custom Training**. See Program 1. WORKFORCE DEVELOPMENT

FISCAL YEAR 2025-26

1. Administration and Implementation

CONTRACTOR will charge a monthly administrative fee to cover the necessary staff hours for all administration and implementation activities, which will include, but are not limited to:

a. Administration and Implementation Meetings
   i. CONTRACTOR will convene at least 8 Administration and Implementation Team meetings during each fiscal year.
   ii. The purpose of these meetings will be 1) To identify and pursue opportunities to further the primary implementation focus (for FY 25-26, this will be infusing considerations of culture and social identity throughout suicide prevention

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activities), 2) To incorporate input from representatives of key sectors and populations, 3) To foster collaboration on MC HOPES and other local suicide prevention activities, and 4) To align activities with complementary community initiatives and partners.

iii. CONTRACTOR will perform all administrative responsibilities associated with Implementation Team meetings, including:
- Schedule, send calendar invites, and maintain contacts.
- Develop and distribute agendas and content.
- Provide facilitation to ensure smooth and effective meetings, strive for balanced participation, and promote an environment of collaboration and transparency.
- Document, store, and share meeting minutes (transcribe).
- Monitor attendance and participation of Implementation Team members.
- Creating, updating, and distributing the Coalition Schedule for the year, to include all meetings, events, activities, and key dates.

b. Communication with Coalition Members and Community

i. CONTRACTOR will create and send a bilingual email newsletter at least six times per year, which highlights current events, resources, training opportunities, relevant data, etc.

ii. CONTRACTOR will provide all written materials in English and Spanish, for example, emails, website content, outreach flyers, surveys.

iii. CONTRACTOR will model Safe and Effective Messaging principles when sharing public information regarding suicide and suicide prevention information and will share guidance and information on Safe and Effective Messaging with Coalition Members and key partners (e.g. media).

iv. CONTRACTOR will continuously gather and share relevant suicide-related data with Coalition Members and Community, including through public communications, media briefings, and to inform implementation activities.

v. CONTRACTOR will coordinate welcome orientation with new members of the MC HOPES Coalition as needed.

vi. CONTRACTOR will collaborate with COUNTY on the continuous development and implementation of communication, marketing, and outreach efforts on behalf of the coalition.

vii. CONTRACTOR will receive, monitor, and respond to community questions and input, including requests from community service providers for information, consultation, or guidance on best practices and resources for prevention, intervention, and postvention.

c. Continuous Quality Improvement

i. CONTRACTOR will work with COUNTY to develop and distribute evaluation forms for all MCHOPES meetings, events and trainings and will analyze resulting data and make recommendations to improve MCHOPES programming.

ii. CONTRACTOR will develop, distribute, and analyze input from Coalition Outcome Survey and develop recommendations to improve MCHOPES

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programming.

iii. CONTRACTOR will monitor and track fluctuations in coalition membership to inform engagement and recruitment activities.

2. Coalition Meetings

CONTRACTOR will convene 6 MCHOPES Coalition Meetings each fiscal year to facilitate information sharing and engage Coalition Members in suicide prevention, intervention, and postvention activities. CONTRACTOR will charge an all-inclusive fee for Coalition Meetings; the fee will include, but is not limited to, the following activities:

a. <u>During Coalition Meetings:</u>

i. CONTRACTOR will provide at least two facilitators for each Coalition Meeting. One facilitator will focus on the agenda and leading the content of the meeting. The second facilitator will serve as support, including supporting attendees with technology or personal needs during the meeting.

ii. CONTRACTOR will interface with language interpreters to ensure smooth and equitable access to and participation in meeting.

iii. CONTRACTOR will solicit and document feedback from meeting attendees to inform future Coalition Meetings and activities; this includes polling, feedback shared via chat, and feedback surveys.

b. <u>Preparation for Coalition Meetings:</u>

i. CONTRACTOR will produce and distribute Coalition Meeting invitations; invitations will be updated and distributed approximately 6 weeks before Coalition Meeting. CONTRACTOR will conduct focused outreach to relevant organizations and individuals in the community as related to each topic.

ii. CONTRACTOR will submit a draft agenda for each Coalition Meeting to COUNTY 4 weeks in advance of the meeting date.

iii. At the direction of the COUNTY, CONTRACTOR will communicate with identified Interpretation Vendor, paid for by Monterey County Behavioral Health, to secure interpretation for Coalition Meetings.

iv. CONTRACTOR will create and translate all content and/or arrange for and interface with guest presenters. CONTRACTOR will compile and share suicide-related data and resources as relevant to each topic.

i. CONTRACTOR will provide virtual platform for Coalition Meetings and provide technical assistance to support members in joining and utilizing various features of the virtual meeting platform.

c. <u>After Coalition Meetings:</u>

i. CONTRACTOR will create and distribute a bilingual summary following each Coalition Meeting, outlining key takeaways, resources, and opportunities.

ii. CONTRACTOR will meet with Coalition or community members who were not able to attend the meeting, but would like information and resources about the topic, as requested.

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3. Suicide Loss Event

As individuals and communities impacted by suicide loss are at heightened risk for suicide and other negative health outcomes, CONTRACTOR will host a half-day event, Hope and Healing in Monterey County, yearly in recognition of International Survivors of Suicide Loss Day (annually on the Saturday before Thanksgiving). The event will include opportunities for survivors of loss to connect with peers and with support, and for service providers to gain insight and resources to support individuals and families bereaved by loss.

a. Budget

The contractor shall submit a detailed budget to COUNTY six weeks prior to the event. CONTRACTOR will bill no more than $1,500.00 for the event, inclusive of:

i. All required staff hours for planning the event, including location, marketing, registration, developing materials, etc. This includes a pre-event bilingual media briefing presentation to local media outlets and members, to share information and resources for loss survivors.

ii. All required staff hours on the day of event, including set up, facilitation, providing support onsite to participants, and breakdown.

iii. Post-event communications with registrants and participants, to provide additional resources and support.

iv. Refreshments, required permits and/or location and associated costs (e.g. safety related, sanitation, decoration, compliance, etc.), audio/visual equipment and services, rental of necessary equipment (e.g. tables and chairs), setup and cleanup costs, etc.

v. The contractor shall procure in-kind print materials from the American Foundation for Suicide Prevention to support the event, including bilingual brochures, resource booklets, and other materials for participants, at no cost to COUNTY.

b. Invoice

Within 30 days after the event, CONTRACTOR will submit a detailed invoice, totaling less than or equal to the pre-approved budget amount.

c. Report

For each event, CONTRACTOR will produce a report detailing the attendance and major outcomes (where applicable) of the event, with notes on successful elements and areas for improvement or modification in the future.

4. Training: Coalition, Community Members, and Community Service Providers

CONTRACTOR will curate, provide, and organize suicide prevention learning opportunities for coalition members and/or community members. CONTRACTOR will provide community trainings as follows:

Community Service Provider Trainings:

a. Effective Screening and Assessment: The Columbia Suicide Severity Rating Scale

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i. To be provided 3 times per year.

ii. Course fee includes:

- 2 ACTC Trainers for 6.5-hour, virtual workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Distribution of participant materials.
- Preparation and distribution of attendee certificates.
- Communication and consultation to participants following the workshop, as needed.

b. Collaborative Safety Planning: The Stanley-Brown Safety Plan in Action

i. To be provided 3 times per year.

ii. Course fee includes:

- 2 ACTC Trainers for 3.5-hour, virtual workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Distribution of participant materials.
- Preparation and distribution of attendee certificates.
- Communication and consultation to participants following the workshop, as needed.

c. Lethal Means Safety: Effective Strategies and Resources

i. To be provided 3 times per year.

ii. Course fee includes:

- 2 ACTC Trainers for 3.5-hour, virtual workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.

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- Distribution of participant materials.
- Preparation and distribution of attendee certificates.
- Communication and consultation to participants following the workshop, as needed.

Community Member Trainings:

d. Be Sensitive, Be Brave for Mental Health Training

i. To be provided 6 times per year.

ii. Course fee includes:

- 2 Certified Trainers from ACTC for 2-hour, virtual workshop of up to 30 participants
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Preparation and distribution of participant materials and certificates.
- Communication and consultation to participants following the workshop, as needed.

e. Be Sensitive, Be Brave for Suicide Prevention Training

i. To be provided 9 times per year.

ii. Course fee includes:

- 2 Certified BSBB Trainers from ACTC for 2-hour, virtual workshop of up to 30 participants
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Preparation and distribution of participant materials and certificates.
- Communication and consultation to participants following the workshop, as needed.

IV. DESIGNATED CONTRACT MONITOR

Kelley Molton
County of Monterey Health Department, Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
831-796-1715

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V. PAYMENT PROVISIONS

A. COUNTY shall pay an amount not to exceed **$264,475** 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:

Program	FY 24-25 Total Amount	FY 25-26 Total Amount	Program Total Amount
1: WORKFORCE DEVELOPMENT	$47,000.00	$30,000.00	$77,000.00
2: MC HOPES	$119,000.00	$68,475.00	$187,475.00
Maximum County Obligation	$166,000.00	$98,475.00	$264,475.00

PROGRAM 1: WORKFORCE DEVELOPMENT					
Service	**Hours/ Unit of Service**	**FY 2024-25 Rate per Unit**		**FY 2025-26 Rate per Unit**	
		On-Site	**Virtual***	**On-Site**	**Virtual***
1. Courses					
Custom					
Full Day Course	6 Training Hours	$2,950	$2,700	$2,950	$2,700
Half Day Course	3 Training Hours	$1,625	$1,375	$1,625	$1,375
2 Hour Course	2 Training Hours	N/A	$900	N/A	$900
1 Hour Course	1 Training Hour	N/A	N/A	N/A	N/A
Evidence Based		See Program 2		N/A	
*When courses are recorded, rate will be doubled.					
2. Coaching					
Coaching w/out Record Review	1 Hour	N/A	$190	N/A	$190
Coaching w/ Record Review	1 Training Hour	N/A	$285	N/A	$285
Coaching Group w/Preparation and Follow-up	1.5 Training Hours	N/A	$380	N/A	N/A
3. Consultation					
Clinical Consultation	1 Hour	$190	$190	$190	$190
Program Development or Evaluation	1 Hour	$190	$190	$190	$190
Curriculum Development	1 Hour	N/A	$190	N/A	$190

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PROGRAM 2: MC HOPES			
Service	**Unit of Service**	**FY 2024-25 Rate per Unit**	**FY 2025-26 Rate per Unit**
B1. Administration			
Monthly Administration	All Inclusive Monthly Rate	$6,500	$2,000
B2. Coalition Meetings			
MC HOPES Coalition Meeting	All Inclusive Rate for each Meeting	$2,000	$2,000
B3. Events			
Each approved Event	All Inclusive Rate for each Event, as determined by budget	$10,000 maximum	N/A
Suicide Loss Event - Hope and Healing in Monterey County	All Inclusive Rate for Event	N/A	$1,500

B4. Trainings for Community and Coalition					
FY 2024-25 Rate per Unit			**FY 2025-26 Rate per Unit**		
	Asist Course: All inclusive, onsite, 2-day, up to 30 participants	$6,000		Effective Screening and Assessment: The Columbia Suicide Severity Rating Scale, virtual full day course, for up to 30 participants	$2,825
a.	Asist Participation Kit $50 per kit, standard workshop of 30	$1,500	a.		
	SAFETALK Training Course: All inclusive, onsite, ½ day, up to 30 participants	$2,000		Collaborative Safety Planning: The Stanley-Brown Safety Plan in Action All inclusive, 3.5-hour virtual, up to 30 participants	$1,500
b.	SAFETALK Training Participation Kit: $15 per kit, standard workshop of 30	$450	b.		
	Mental Health First Aid Training Course: All inclusive, onsite, full day, up to 30 participants	$4,000		Lethal Means Safety: Effective Strategies and Resources, 3.5-hour virtual course, for up to 30 participants	$1,500
c.	Mental Health First Aid Training Participation Kit: $25 per participant, standard workshop of 30	$750	c.		
	Counseling on Access to Lethal Means (CALM) Course: All inclusive, 2-hour virtual, up to 30 participants	$900		Be Sensitive Be Brave for Mental Health: All inclusive, 2-hour virtual, up to 30 participants	$900
d.			d.		
	Be Sensitive, Be Brave for Suicide Prevention Course: All inclusive, 2-hour virtual, up to 30 participants	$900		Be Sensitive Be Brave for Suicide Prevention: All inclusive, 2-hour virtual, up to 30 participants	$900
e.			e.		
B.5. Custom Training: See Program 1: Workforce Development				N/A	

B. These rates will cover all expenses related to the services including preparation and supplies/materials. These rates are all-inclusive.

C. There shall be no travel reimbursement allowed during this Agreement.

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D. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the COUNTY. Specifically, CONTRACTOR shall submit its invoice on Exhibit B – Invoice Form to COUNTY to reach the Behavioral no later than the 30th day of the month following the month of service.

E. CONTRACTOR shall submit via email a claim using Exhibit B – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services. Invoices will be separated by Bureau and rendered to: MCHDBHFinance@countyofmonterey.gov

IV. CONTRACTORS BILLING PROCEDURES

A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

B. COUNTY shall review and certify CONTRACTOR'S Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor- Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

C. 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) 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.

VII. 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 not to exceed **$264,475.00** for services rendered under this Agreement for the period of **July 2, 2024 to June 30, 2026.**

B. Maximum Liability Amount:

Fiscal Year Liability	Total Amount
July 2, 2024 - June 30, 2025	$166,000.00
July 1, 2025 - June 30, 2026	$98,475.00
Total Maximum County Obligation	**$264,475.00**

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Natividad MEDICAL CENTER

County of Monterey Agreement for Services
(Not to Exceed $200,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center, an acute care hospital ("COUNTY"), and Executive Consulting Group, LLC dba ECG Management Consultants, a Delaware LLC hereinafter "CONTRACTOR (collectively, COUNTY and CONTRACTOR are referred to as the "Parties.").

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

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in conformity with the terms of the Agreement. The services are generally described as follows: CV Service Line Strategy, Coding & Billing Review

PAYMENTS BY COUNTY; COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $115,000.

TERM OF AGREEMENT; the term of this Agreement is from May 1, 2025 through April 30, 2026 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last and CONTRACTOR may not commence work before COUNTY signs this Agreement.

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.

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

Exhibit A: Scope of Services/Payment Provisions
Addendum No. 1 to Agreement
Business Associates Agreement
Addendum No. 1 to Business Associates Agreement

1. PERFORMANCE STANDARDS:

1.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of COUNTY, or immediate family of an employee of COUNTY.

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

1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or

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supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

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

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

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2.3. ~~CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.~~

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

3. TERMINATION:

3.1. During the term of this Agreement, COUNTY may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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

4. INDEMNIFICATION:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY (hereinafter "COUNTY"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The CONTRACTOR shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

5. INSURANCE:

5.1. ~~Evidence of Coverage:~~

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~~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.~~

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~~This verification of coverage shall be sent to Natividad's Contracts 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 COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.~~

5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.

5.3. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.7. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California

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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.

6. Other Insurance Requirements:

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

6.2. Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance**.

6.4. Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts Department, showing that CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to Natividad's Contracts Department. 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 the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from 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

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of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

7.2. 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.

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

7.4. Access to and Audit of Records: 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 or $10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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8. ~~Royalties and Inventions: COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.~~

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

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

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

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Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY and CONTRACTOR's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: Benjamin Colton Attn: ECG Management Consultants Address: 11455 El Camino Real, Suite 360 City, State, Zip: San Diego, CA 92130 FAX: n/a Email: bcolton@ecgmc.com

MISCELLANEOUS PROVISIONS:

13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the Contractor.

13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by 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.

13.4 Contractor. The term "Contractor" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of 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.

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13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

13.13 Construction of Agreement. 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.

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

13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between 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 COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.

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

Signature Page to follow

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COUNTY OF MONTEREY, FOR THE PROVISION OF SERVICES FOR NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Signed by: Stacy Saetta 696D21D44C4341D... _____
Monterey County Deputy County Counsel

Date: 7/14/2025 | 8:55 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6... _____
Monterey County Deputy Auditor/Controller

Date: 7/14/2025 | 11:38 AM PDT

CONTRACTOR

Executive Consulting Group, LLC dba ECG Management Consultants, a Delaware LLC
Contractor's Business Name*** (see instructions)

DocuSigned by: Andrew Bachrodt 5C51DC21B1DB437...
Signature of Chair, President, or Vice-President

Andrew Bachrodt Partner
Name and Title

Date: 7/7/2025 | 2:05 PM PDT

By: Signed by: Benjamin Colton 17D678EF3FFD423... _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Benjamin Colton Partner
Name and Title

Date: 7/11/2025 | 9:42 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 (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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Exhibit A:
Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:

ECG Management Consultants will assist Natividad with continued planning for expansion of the cardiovascular (CV) service line to include elective interventional cariology procedures, EP, PCI, (Component A) or other services and an evaluation of coding and billing for the cardiologists which will include on-site cardiology coding and billing processes (Component B). ECG will provide a summary of findings and recommendations, written audit reports for each audit group, with a case-by-case write-up of the encounters reviewed, including a summary table of the errors itemized by patient and subtotaled by provider, a written description of all documentation and/or coding errors and an explanation of our code selection, an estimate of the financial impact of the coding inaccuracies and an education session presentation.

II. CONTRACTOR Obligations:

Component A: Service Line Strategy

Task One: Review, Validate, and Summarize Findings of Prior Assessment
CFA delivered a preliminary report to Natividad that details the current state of the service line, market size/opportunity, and preliminary thoughts on potential expansion of services. This report was not formally delivered to the Natividad team, however, and the overall findings require validation and summarization to ensure Natividad can act on the opportunity detailed in the report. To accomplish this, ECG will perform the following:

- Review the full report from CFA.
- Validate the market sizing and overall findings in the report by researching the data elements already detailed.
- Bring in additional benchmarks and analyses to round out the analysis as needed.
- Summarize the report from CFA by developing a concise presentation, and present findings to Natividad CV service line leadership team.

Task Two: Conduct a Benchmark Analysis of CV Provider Productivity
A key task in more fully understanding the current state of the CV service line at Natividad is determining how the practice patterns of its current providers compare to

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benchmark. This will help Natividad understand if there is opportunity for enhanced revenue through adjustments to current billing practices, and it will also inform if there are opportunities to enhance clinical offerings to better serve CV patients. In support of this task, ECG will:

- Gather current provider productivity data, including all professional services billed.
- Benchmark productivity data against ECG's physician compensation survey.
- Identify areas of similarity and difference between Natividad provider practice patterns against expected practice profiles nationally.

Task Three: Develop Strategic Options for CV Service Line Expansion

In addition to summarizing the report previously developed by CFA, ECG will expand on the recommendations in that report to establish a set of strategic options for Natividad. In support of this task, ECG will:

- Utilize ECG's CV service line framework to describe the opportunities and challenges facing Natividad.
- Conduct a qualitative cost-benefit analysis of two or three strategic options for Natividad to consider.
- Deliver an executive summary presentation to Natividad CV service line leaders to chart strategic next steps.

Component B: Coding and Billing Review

Task One: Review Background Materials

Prior to initiating this component, we will issue an information request and work with you to collect and review all relevant background data. Examples of this information include:

- A list of providers (partners and non-partners) that includes subspecialty, full-time equivalent status, and tenure with the group.
- Physician CPT data.
- Financial and other statistical reports for the two most recent fiscal years, including revenue cycle and denials information.
- Organizational charts and staffing information related to coding and revenue cycle functions.
- A list of available revenue cycle and coding technology.

Task Two: Interview Stakeholders

In conjunction with our review of background materials, we will interview key leaders, including physicians and management, to gain an understanding of their perceptions of:

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- Expectations related to compliance and physician engagement in the coding process.
- Issues and opportunities in the use of technology as it relates to coding, documentation, and charge submission.
- Potential factors that may impede improvements in performance.
- Preferences related to education and attendant learning styles.

Task Three: Assess Coding and Billing Operations

We will spend approximately two days on-site conducting operational walk-throughs of cardiology coding and billing processes, performed by the providers, as well as any relevant support functions (e.g., centralized coding). Workflows that will be evaluated include, but may not be limited to:

- Documentation.
- Charge review and abstraction.
- Charge capture and data entry.
- Prebill edit resolution.
- Denials management.
- Audit and education.

While performing the walk-throughs, we will consider the following:

- Consistency and adherence to documented policies and procedures
- Effectiveness of operations and utilization of existing technologies (e.g., use of work queues, National Correct Coding Initiative edits, system interfaces)
- Linkage of the centralized coding team, clinic staff, providers, department staff, and compliance/audit staff, as well as the effectiveness of the communications among the groups (e.g., feedback loops)
- Operation/process control points and associated management tools for measuring performance and addressing backlogs

Task Four: Complete a Charge Capture Audit

We will evaluate two nonconsecutive weeks of arrived visits and validate whether there are billed charges within the system for those patients. We will also review open encounter reports, outstanding physician query reports, write-off reports, and other documents that may help explain any variance between arrived visits and billed charges.

Task Five: Complete a Documentation and Coding Audit

Using a representative sample of accounts (10 E&M visits and 10 procedural cases per provider, for a total of 120 encounters), ECG will first code each encounter. We will then prepare an individual, case-by-case coding analysis that will compare the original

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procedure coding, modifier application, and diagnostic coding to our recommended coding of the same elements. Additionally, we will identify documentation deficiencies or other issues that can be modified to improve the quality of the medical records and potentially offer additional revenue capture opportunity. Audits will be completed using Medicare rules, unless Natividad instructs us to utilize payer specific guidelines for select cases.

Upon delivery of the audit findings, we will give Natividad the opportunity to provide a rebuttal for any cases you may disagree with using our standard template. The rebuttals will be reviewed and considered by the originating auditor and addressed, as appropriate.

Task Six: Validate Findings and Summarize Current-State Opportunities
After we have completed the diagnostic tasks described above, ECG will prepare a brief assessment of Natividad's cardiology professional fee coding and billing, including our major findings and recommendations for current-state operations. We will then meet with key stakeholders to review and validate these findings.

Task Seven: Provide an Education Session to Cardiologists
Subsequent to the approval of ECG's findings and recommendations, we will prepare and deliver an educational session to the cardiologists and relevant support staff that will include guidance on documentation standards, proper coding, and effective charge controls and reconciliation. As necessary and at an additional cost, we are also available to provide one-on-one training sessions with the physicians regarding the results of their individual audits.

III. County Obligations:

- County agrees to the delivery of necessary data for ECG to conduct analyses and outputs for the project.
- County agrees to make availability of staff, executives, and providers to participate in interviews, steering committee meetings, or other necessary meetings.

IV. Pricing/Fees:

- ECG charges for services based on the professional fees and project-related expenses incurred. Professional fees will be determined by the actual hours worked on the engagement at ECG's standard hourly rates. Based on the understanding of the needed services, total professional fees will not exceed $100,000 as outlined below:

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  - Component A, Service Line Strategy: $40,000
  - Component B, Coding and Billing Review: $60,000
- ECG's standard hourly rates are based on the level of individual consultant, as indicated below:
  - Partner - $840
  - Principal – $630
  - Associate Principal - $610
  - Senior Manager - $590
  - Manager - $475
  - Senior Consultant - $390
  - Consultant - $340
- Project-related expenses will be billed in addition to professional fees. These expenses include and (2) a charge of 5% of professional fees for all other expenses, including document production and indirect administrative expenses such as technology, research and benchmarking databases, and communications. Project-related expenses are expected to be approximately 10% to 15% of professional fees.
- County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the ***Monterey County Travel and Business Expense Reimbursement Policy***. A copy of the policy is available online at https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/disbursements To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not more than those charged any other client for the same services performed by the same individuals.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, 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.

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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN EXECUTIVE CONSULTING GROUP, LLC, D/B/A ECG MANAGEMENT CONSULTANTS A DELAWARE LLC, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR CV SERVICE LINE STRATEGY, CODING AND BILLING REVIEW SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Executive Consulting Group, LLC, d/b/a ECG Management Consultants, a Delaware LLC, (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Section 2.3, PAYMENT CONDITIONS. Section 2.3 is hereby deleted in its entirety and replaced with the following**:**

CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. If not otherwise specified, the CONTRACTOR may submit such invoice monthly, with the final invoice provided not later than 90 days after completion of the services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as 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.

II. Section 3.2, TERMINATION. Section 3.2 is hereby deleted in its entirety and replaced with the following:

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COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good Cause" include the failure of CONTRACTOR to perform the require services at the time and in the manner provided under this Agreement.

III. Section 5.1, INSURANCE. Section 5.1 is hereby deleted in its entirety and replaced with the following:

Evidence of Coverage: Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as require herein has been obtained. Individual endorsements as required by this Agreement and executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to Natividad's Contracts 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 COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

IV. Section 8, ROYALTIES AND INVENTIONS. Section 8 is hereby deleted in its entirety and replaced with the following:

Work Product and Contractor Data. All deliverables and any final reports provided to COUNTY shall belong to COUNTY and shall not be provided by CONTRACTOR to any other entity. CONTRACTOR retains full ownership of its data and information, including, without limitation, playbooks, pricing information (excluding the pricing in this Agreement and in any amendments thereto) and commercial strategies, technical know-how and trade secrets, supplier information, notes, analyses, compilations, forecasts, studies, work product, data, and other materials prepared by CONTRACTOR ("Contractor Data") but not any information provided by COUNTY. CONTRACTOR grants COUNTY a fully paid up, irrevocable, perpetual, non-royalty bearing, non-exclusive, non-transferable license, which is sublicensable only to affiliates of COUNTY, to use any of the Contractor Data provided by CONTRACTOR to COUNTY as part of the Services. COUNTY acknowledges that in the course of this engagement CONTRACTOR may provide third-party data that is used under license by CONTRACTOR. No sublicense is created by the inclusion of this data in CONTRACTOR documents, and COUNTY agrees that this data is for COUNTY's use only in connection with the Services and may not be used for any other purposes or shared with third parties other than affiliate of COUNTY.

Use of Contractor Data and Work Product. The Services and all deliverables are intended solely for internal use by COUNTY and its affiliates and may not be used or

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referred to in any offering statement, purchase or financing agreement, or other documents without approval in writing from CONTRACTOR. Depending on the proposed use, such approval may require additional work and associated expenses.

V. Section 13.17 MISCELLANEOUS PROVISIONS. Section 13.19 is hereby added:

Limitation of Liability. EXCEPT FOR THE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF $100,000 OR TWO TIMES THE TOTAL FEED PAID FOR THE SERVICES UNDER THIS AGREEMENT.

Signature page to follow.

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

Natividad Medical Center	**Executive Consulting Group, LLC** **d/b/a ECG Management Consultants**
	DocuSigned by: Andrew Bachrodt 5C51DC21B1DB437...
Charles R. Harris, Interim CEO	Signature of Chair, President or Vice-President
	Andrew Bachrodt Partner
Date	Printed Name and Title
	7/7/2025 | 2:05 PM PDT
Approved as to Legal Provisions:	Date
Signed by: Stacy Saetta 696D21D44C4341D...	Signed by: Benjamin Colton 17D678EE3EED423...
Monterey County Deputy County Counsel	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
7/14/2025 | 8:55 AM PDT	Benjamin Colton Partner
Date	Printed Name and Title
	7/11/2025 | 9:42 AM PDT
Approved as to Fiscal provisions:	Date
DocuSigned by: Patricia Ruiz E79EE64E5745456...	Signature Instructions
Monterey County Chief-Deputy Auditor-Controller	For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
7/14/2025 | 11:38 AM PDT	
Date	

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective May 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 Natividad Medical Center ("Covered Entity") and Executive Consulting Group, LLC dba ECG Management Consultants, a Delaware LLC ("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 ("HIPAA), 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, 45 C.F.R. Part 160 and Part 164, Subpart 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 requirement.

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

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1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; 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 of PHI or Personal Information, 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 the medical identity theft 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 individuals, 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 includes EPHI**.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a 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;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) 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);

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(d) 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);

(e) 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;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required 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. 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 a Breach. 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. 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 comply with the requirements of Section 3.1(a)(i) below;

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(i) 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) 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, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

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~~(b) In consultation with the Covered Entity, Business Associate shall 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. 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 any required notification to affected individuals, appropriate government agencies, and, if necessary the media, 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 year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;~~

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(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) 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 the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information 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;

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(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) 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. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) 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;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) 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 ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) 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;

(k) 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;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

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that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

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4.1 **Term**. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 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; 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 Business Associate's provision of Services to Covered Entity.

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4.4 **Effect of Termination**. Upon termination or expiration of this BAA for any reason, Business Associate shall return 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 the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (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 Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

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5. MISCELLANEOUS

5.1 **Survival**. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 **Amendments; Waiver**. This 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, the HITECH Act, or California Confidentiality

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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 to the facsimile telephone numbers listed below.

If to Business Associate, to:

Benjamin Colton
Attn: ECG Management Consultants
11455 El Camino Real, Suite 360
San Diego, CA 92130
Phone: 6174581178
Fax:

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

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 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.

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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 the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

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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 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 related or other agreement between the Parties.

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5.9 **Applicability of Terms.** This BAA applies to all present and future Service 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.

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5.10 **Insurance**. In addition to any general and/or professional liability insurance required of Business Associate, 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 and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. 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.

7/7/2025 | 2:05 PM PDT

5.11 **Legal Actions**. Promptly, but no later than five (5) business 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.

Docusign Envelope ID: 6DA69AA6-F634-47D6-9D51-67AF507179BC

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, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

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: Andrew Bachrodt 5C51DC21B1DB437...	By:
Print Name Andrew Bachrodt	Print Name:
Print Title Partner	Print Title:
Date: 7/7/2025 | 2:05 PM PDT	Date:

Docusign Envelope ID: 6DA69AA6-F634-47D6-9D51-67AF507179BC

ADDENDUM NO. 1

TO BUSINESS ASSOCIATES AGREEMENT BY AND BETWEEN EXECUTIVE CONSULTING GROUP, LLC dba ECG MANAGEMENT CONSULTANTS, A DELAWARE LLC, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR CV SERVICE LINE STRATEGY, CODING AND BILLING REVIEW SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Business Associates Agreement for Services (hereinafter "BAA") by and between Executive Consulting Group, LLC dba ECG Management Consultants, a Delaware LLC, (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the BAA, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached BAA.

NOW, THEREFORE, NMC and CONTRACTOR agree that the BAA terms and conditions shall be amended, modified, and supplemented as follows:

I. Section 3.1 (b), RESPONSIBILITIES OF BUSINESS ASSOCIATE. Section 3.1 (b) is hereby deleted in its entirety and replaced with the following:

"In consultation with the Covered Entity, Business Associate shall 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. 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 any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, reasonable attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;"

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II. Section 3.3 (e), RESPONSIBILITIES OF COVERED ENTITY. Section 3.3 (e) is hereby added in its entirety:

"Covered Entity represents that any PHI that is Disclosed from Covered Entity to Business Associate is the minimum necessary amount of PHI needed to accomplish the intended purpose of the Disclosure. In addition, Covered Entity shall only disclose ePHI to Business Associate that has been encrypted (as that term is defined in 45 CFR § 164.304) in a manner that is consistent with the "Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the Department of Health and Human Services as published in the Federal Register (74 FR 19006) on April 27, 2009."

III. Section 4.4, EFFECTIVE OF TERMINATION. Section 4.4 is hereby deleted in its entirety and replaced with the following:

"Upon termination or expiration of this BAA for any reason, Business Associate shall destroy or return 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 the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors or require its Subcontractors to destroy any PHI in their possession. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (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 Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities."

IV. Section 5.8, INDEMNIFICATION. Section 5.8 is hereby deleted in its entirety and replaced with the following:

Docusign Envelope ID: 6DA69AA6-F634-47D6-9D51-67AF507179BC

"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 (to the extent such penalty is assessed due to the action or omission of Business Associate and not the action or omission of Covered Entity or an indemnified party hereunder) 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 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 related or other agreement between the Parties. Notwithstanding anything in this BAA to the contrary, Business Associate's aggregate liability to Covered Entity, County, and/or an indemnified party hereunder, regardless of theory of liability, shall be limited to the amounts due and payable by Covered Entity to Business Associate under the Services Agreement. Except to the extent such damages arise directly from Business Associate's gross negligence, willful misconduct, PHI breaches, regulatory fines, or material breach of the BAA, in no event shall Business Associate be liable for any consequential, indirect, special or punitive damages under this BAA. Business Associate's indemnification obligations pursuant to this BAA do not apply in the event that any PHI related to a claim was disclosed by Covered Entity to Business Associate in violation of Section 3(e) of this BAA."

V. Section 5.9, APPLICABILITY OF TERMS. Section 5.9 is hereby deleted in its entirety and replaced with the following:

"This BAA applies to all present and future Service 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 insofar as such conflict or inconsistency pertains to the subject matter of this BAA 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."

Docusign Envelope ID: 6DA69AA6-F634-47D6-9D51-67AF507179BC

VI. Section 5.10, INSURANCE. Section 5.10 is hereby deleted in its entirety and replaced with the following:

"In addition to any general and/or professional liability insurance required of Business Associate, 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 and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request."

Signature page to follow.

Docusign Envelope ID: 6DA69AA6-F634-47D6-9D51-67AF507179BC

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

Natividad Medical Center	**Executive Consulting Group, LLC dba ECG Management Consultants**
Charles R. Harris, Interim CEO	DocuSigned by: Andrew Bachrodt 5C51DC21B1DB437... Signature of Chair, President or Vice-President
Date	Andrew Bachrodt Partner Printed Name and Title
Approved as to Legal Provisions:	7/7/2025 | 2:05 PM PDT Date
Signed by: Stacy Saetta 696D21D44C4341D...	Signed by: Benjamin Colton 17D678E5E35ED423...
Monterey County Deputy County Counsel	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
7/14/2025 | 8:55 AM PDT	Benjamin Colton Partner
Date	Printed Name and Title
Approved as to Fiscal provisions:	7/11/2025 | 9:42 AM PDT Date
DocuSigned by: Patricia Ruiz E70EF64E57454F6...	Signature Instructions
Monterey County Chief-Deputy Auditor-Controller	For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
7/14/2025 | 11:38 AM PDT	
Date	

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-16146 ; Amendment No.: 3
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 3 to the Agreement (A-16146) with Locumtenens.com LLC for recruitment and assignment of physician services to increase by $600,000 for a revised total agreement amount not to exceed $2,700,000 with no change to the agreement term (August 26, 2022 through August 25, 2024).

PASSED AND ADOPTED on this 7th day of November 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Adams
NOES: None
ABSENT: Supervisor Askew

Motion Passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 7, 2023.

Dated: November 14, 2023
File ID: A 23-507
Agenda Item No.: 40

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

Vicente Ramirez, Deputy

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024).

AGREEMENT

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

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

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in 'Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3' attached hereto this Amendment No. 3.
   The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $2,700,000."

2. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2 or this Amendment No. 3, the provisions of this Amendment No. 3 shall govern.

3. This Amendment No. 3 shall be effective when signed by the Parties.

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 11/28/2023 | 9:08 AM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99E444A9...
Monterey County Deputy County Counsel

Date: 10/5/2023 | 7:48 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 10/9/2023 | 9:47 AM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

By: Justin Bracco
Justin Bracco (Sep 25, 2023 17:27 EDT)
(Signature of: Chair, President, or Vice-President)

Associate Vice President Justin Bracco
Name and Title

Date: Sep 25, 2023

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

_____
Name and Title

Date: _____

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Vascular Surgery (Doctor, On-Site)**
RATES	
Regular	Up to $5,400.90 Per Day
24 Hour Call:	Up to $5,400.90 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$45,000 Per Booking

Specialty:	**Urology (Doctor, On-Site)**
RATES	
Regular	$3,708.00 Per Day
Deposit	$15,000.00 Per Booking
CALL	
24 Hour Call	$3,708.00 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$40,000.00 Per Booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Exhibit A-3 is upon execution of Amendment No. 3.

CLIENT: Natividad Medical Center

Name: **Charles Harris**

Sign :

Title: CEO

Date:

LOCUMTENENS.COM, LLC

Name: Justin Bracco

Sign : Justin Bracco

Title: Associate Vice President

Date: Sep 26, 2023

2575 Northwinds Parkway • Alpharetta, GA 30009 • 1-800-Locum MD or (562-8663)

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16146 ; Amendment No.: 5
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-16146) with Locumtenens.com, LLC for recruitment and assignment of physicians services, with no change to the term (August 26, 2022 through August 25, 2025) adding $2,000,000 for a revised total agreement amount not to exceed $9,000,000.

PASSED AND ADOPTED on this 3rd day of December 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 December 3, 2024.

Dated: December 9, 2024
File ID: A 24-543
Agenda Item No.: 48

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

Vicente Ramirez, Deputy

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amended the Agreement via Amendment No. 5 with no changes to the term (August 26, 2022 through August 25, 2025), to allow for services to continue with no additions to the scope of work or billing rates, and with an 2,000,000 increase to the amount payable for a revised total agreement amount not-to-exceed $9,000,000 ;

AGREEMENT

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

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

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

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in ' The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $9,000,000."

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

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

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

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 12/16/2024 | 11:43 AM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 11/14/2024 | 10:40 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E65787545 4AE...
Monterey County Deputy Auditor/Controller

Date: 11/14/2024 | 4:33 PM PST

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

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

Amelia Vietri, Senior Vice President
Name and Title

Date: 11/11/2024

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

_____
Name and Title

Date: _____

Docusign Envelope ID: F39A396F-4D45-4021-9601-BF4CF7A6994F

RENEWAL AND AMENDMENT NO. 3
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
THE GORDIAN GROUP, INC.
FOR
JOB ORDER CONTRACTING (JOC) ADMINISTRATIVE SERVICES
RENDERED UNDER THE SOURCEWELL CONTRACT #050421-GCI

This Renewal and Amendment No. 3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and The Gordian Group, Inc. (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, Sourcewell (formerly the National Joint Powers Alliance, aka "NJPA") is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts.

WHEREAS, NJPA released RFP #050421 for Indefinite Quantity Construction Contracting Systems and Related Services on May 4, 2021; and

WHEREAS, Gordian was awarded Contract #050421-GGI ("Sourcewell Contract"), effective June 7, 2021 as a responsive Proposer to RFP #050421; and

WHEREAS, COUNTY and CONTRACTOR had previously entered into an Agreement for Services (hereinafter "Agreement") on August 26, 2021 to provide Job Order Contracting (JOC) administrative services rendered under the Sourcewell Contract #050421 services for Natividad Medical Center with a four year term and a total Agreement amount not to exceed $350,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on June 21, 2022 with a $250,000 increase in order for services to continue for a total Agreement amount of $350,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2 on November 7, 2023 with a $250,000 increase in order for services to continue for a total Agreement amount of $600,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope; and

WHEREAS, the Agreement expired on June 7, 2025; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement retroactive to June 8, 2025, to extend the term for an additional one (1) year period (June 8, 2025 through June 7, 2026) for a revised full Agreement term of September 16, 2021 through June 7, 2026 to allow for continued need of CONTRACTOR's services and to increase the amount payable by an additional $125,000 for a total Agreement amount not to exceed $725,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

Docusign Envelope ID: F39A396F-4D45-4021-9601-BF4CF7A6994F

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

1. Section 5 in the Agreement shall be amended to the following:
   "County and Gordian agree that services shall be rendered during the term of the NJPA Contract only which is between September 16, 2021 through June 7, 2026."

2. Section 6 in the Agreement shall be amended to the following:
   "The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of $725,000."

3. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.

4. This Renewal and Amendment is effective retroactively on June 8, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

Docusign Envelope ID: F39A396F-4D45-4021-9601-BF4CF7A6994F

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 6/26/2025 | 9:03 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Chief Deputy Auditor-Controller

Date: 6/26/2025 | 10:50 AM PDT

CONTRACTOR

THE GORDIAN GROUP, INC.

CONTRACTOR's Business Name
Signature instructions below

DocuSigned by:
By: Kris Gorriaran
A18BE1AB0F4C4B0...
(Signature of Chair, President, or Vice-President)

Kris Gorriaran President
Name and Title

Date: 6/18/2025

Signed by:
By: James Mackerer
72DEA43766BE42F...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

James Mackerer CFO
Name and Title

Date: 6/18/2025

***SIGNATURE INSTRUCTIONS**

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

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

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Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15831 ; Amendment No.: 2
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the Addendum with The Gordian Group to the Sourcewell Contract 050421 for administrative services of the Job Order Contracting (JOC) program, with no change to the agreement term of September 16, 2021 through June 7, 2025 and adding $250,000 for a revised total spending limit not to exceed $600,000.

PASSED AND ADOPTED on this 24th day of October 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 24, 2023.

Dated: November 1, 2023
File ID: A 23-492
Agenda Item No.: 51

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

Vicente Ramirez, Deputy

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AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN THE GORDIAN GROUP, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
JOB ORDER CONTRACTING (JOC) ADMINISTRATIVE SERVICES
RENDERED UNDER THE SOURCEWELL CONTRACT #050421-GCI

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 26, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and The Gordian Group, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, Sourcewell (formerly the National Joint Powers Alliance, aka "NJPA") is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts.

WHEREAS, NJPA released RFP #050421 for Indefinite Quantity Construction Contracting Systems and Related Services on May 4, 2021; and

WHEREAS, Gordian was awarded Contract #050421-GGI ("Sourcewell Contract"), effective June 7, 2021 as a responsive Proposer to RFP #050421; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on June 21, 2022 with a $250,000 increase in order for services to continue for a total Agreement amount of $350,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with a $250,000 increase in order for services to continue for a total Agreement amount of $600,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope.

AGREEMENT

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

The Addendum is hereby amended on the terms and conditions as set forth in the Addendum except as specifically set forth below.

1. Paragraph 6 shall be amended to the following:

   "The total amount for services described herein shall not exceed $600,000."

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

3. A copy of this Amendment No. 2 shall be attached to the Addendum.

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4. This Amendment No. 2 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E481...
Charles R. Harris, CEO

11/7/2023 | 6:59 AM PST
Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

10/10/2023 | 10:51 AM PDT
Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

10/10/2023 | 11:38 AM PDT
Date: _____

CONTRACTOR

The Gordian Group, Inc.
CONTRACTOR's Business Name
See instructions below

DocuSigned by:
By: Ammon Lesher
AEBB3189366C4F3...
(Signature of: Chair, President, or Vice-President)

Ammon Lesher Vice President
Name and Title

Date: 10/04/2023 | 8:17 AM EDT

DocuSigned by:
By: Jay Mackerer
72DEA43786BE42F...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jay Mackerer CFO
Name and Title

Date: 10/04/2023 | 3:29 PM EDT

Instructions

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