

Subcontract No. M306

between

Rural Community Assistance Corporation

and

County of Monterey on behalf of the Health Department Laboratory

This Subcontract (Contract) is entered into on January 27, 2021, by and between Rural Community Assistance Corporation (RCAC), a nonprofit corporation, and Monterey County Environmental Health Laboratory (Subcontractor).

I. Task Orders

Subcontractor shall provide the professional services (Services) as specified in authorized Task Orders. Subcontractor shall commence, perform and complete such Services and be compensated by RCAC for such Services in accordance with authorized, signed Task Orders.

II. Term

Specific service deliverable timelines shall be defined in authorized Task Orders.

III. Subcontractor Responsibilities

In addition to all other obligations contained herein, Subcontractor agrees:

- A. To furnish all material, equipment, labor and supplies in such quantities and of the proper quality to perform Services in a professional and timely manner;
- B. To proceed with diligence and promptness and hereby warrants that such Services shall be performed to the satisfaction of RCAC in accordance with the highest professional workmanship and service standards in the field;
- C. To comply, at Subcontractor's own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Subcontractor as an employer;
- D. That Subcontractor is an independent organization and not the agent, employee or servant of RCAC, and that:
 1. Subcontractor does not have the authority to act for RCAC or to bind RCAC in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of RCAC;
 2. Subcontractor has and hereby retains full control of and supervision over the performance of Subcontractor obligations and full control over any persons employed by Subcontractor for performing the Services;

3. Subcontractor shall satisfy all tax and other governmentally imposed responsibilities as a self-employed person and/or independent Subcontractor or including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers' compensation (as applicable by law) and self-employment taxes.

IV. Compensation

A. Payment

As compensation for satisfactory performance of the Contract, RCAC shall pay the Subcontractor the amount set forth in the Task Order, subject to additions and deductions as provided for herein. The method for charging shall be as specifically set forth in authorized Task Orders. In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

Subcontractor shall notify RCAC in writing if Subcontractor has reason to believe that expenses incurred within the next 60 days, when added to costs previously incurred, will exceed the authorized amount specified in the Task Order.

B. Request for Payment

Subcontractor shall submit a Request for Payment form (Attachment B) for all Services performed. Mail Payment requests to RCAC, Attn: Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.

In the event that RCAC disputes any payment request item, RCAC will notify Subcontractor within five working days of receipt of the payment request. RCAC will approve payment of non-disputed items. RCAC and Subcontractor will proceed to negotiate and then arbitrate the disputed items as specified elsewhere in this Contract.

V. Indemnification

Please see Attachment D for new language

VI. Insurance

Please see attachment D for new language

VII. Notice

Any notice given hereunder by either party shall be in writing and deemed given when sent by certified mail.

A. Notices to RCAC shall be addressed to:

Rural Community Assistance Corporation, Procurement and Facilities,
3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691

B. Notices to Subcontractor shall be addressed to:

Amanda Krasa, Water Quality Specialist
Monterey County Environmental Health Laboratory
1270 Natividad Rd., Salinas, CA 93906

If either party changes its address during the term herein, it shall advise the other party in writing and any notice thereafter shall be sent by certified mail to the new address.

VIII. Termination

Each party agrees not to terminate this Contract during the Contract period except for good cause and in the event of an alleged breach, after the breaching party has had an opportunity to cure. Termination will be accomplished by giving 30-days written notice. At the time of termination both parties shall be released from any and all obligations under this contract provided that Subcontractor shall be paid for services satisfactorily performed to the date of termination, less any amount prepaid.

IX. Attorney Fees

Failure to perform the Services described in a signed Task Order shall be considered default.

X. Authority

Each party has full power and authority to enter into and perform this Contract. The person signing the Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

XI. Attachments

The following Attachments are attached hereto and by reference incorporated herein:

Attachment A: Task Order

Attachment B: RCAC financial forms

Attachment C: Analytes

Attachment D: Addendum No. 1 to Agreement

XII. Enforcement and Waiver

The failure of either party in any one or more instances to insist upon struck performance of any Contract terms and provisions, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

XIII. Severability

Any Contract terms or provisions which are deemed invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall not render the remaining Contract terms and provisions invalid or unenforceable.

XIV. Lobbying

By checking off and signing the attached RCAC Representations and Certifications Form, Subcontractor certifies that they shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other funds, programs, projects or activities that flow from this Contract (Attachment C).

XV. Debarment

Subcontractor hereby certifies to the best of its knowledge that it or any of its officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- B. Within a three-year period preceding this Contract, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Contract under a public transaction; or in 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;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph two of this certification; and
- D. Within a three-year period preceding this Contract, have not had one or more public (federal, state or local) transactions terminated for cause or default.

XVI. Drug Free Workplace

By checking off and signing the attached RCAC Representations and Certifications Form, Subcontractor certifies that they maintain a drug free workplace (Attachment C).

XVII. Nondiscrimination

Subcontractor hereby certifies compliance with the following:

- A. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
- B. Title VI and Title VII of the Civil Rights Act of 1974, as amended.
- C. Rehabilitation Act of 1973, as amended.
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor,
as amended.

F. Public Law 101-336, Americans with Disabilities Act of 1990.

G. Affirmative Action Laws.

XVIII. Publication, Reproduction and Use of Material

As a condition to the Contract, Subcontractor agrees to provide RCAC two copies of all written materials used during any training or technical assistance provided under Attachment A, when applicable. Any material produced or other activities undertaken related to this program must clearly state that they were funded by RCAC.

XIX. Confidentiality

Any reports, information or data given to, prepared or assembled by Subcontractor under this Contract, which RCAC requests in writing to be kept confidential, shall not be made available to any individual or organization by Subcontractor without prior written approval from RCAC.

XX. Record Keeping

All records maintained by Subcontractor shall meet normal record retention policy. RCAC shall be entitled, at its discretion, to receive for its records, copies of all files of all activity undertaken and materials collected and developed pursuant to this agreement.

XXI. Inspections

Subcontractor agrees that RCAC or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer retention period is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

XXIII. Governing Law

This Contract shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of California.

XXIV. Dispute Resolution/Arbitration

RCAC and the Subcontractor hereby agree to meet and confer in good faith in an attempt to resolve any dispute, controversy or claim arising under this Contract (including the breach, termination or validity hereof). If the dispute is not resolved, the matter shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall be held in Sacramento, California. Upon RCAC's or Subcontractor's written election to resolve any matter by arbitration pursuant to this section, RCAC and Subcontractor hereby expressly agree: (i) to submit the matter to the jurisdiction of the arbitration panel, and (ii) that judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction. In invoking this arbitration provision, RCAC shall not be deemed to have waived any rights, immunities or privileges to which it is entitled, including, but not limited to, the right to obtain injunctive relief and other measures from a competent court. The obligations and duties of this Contract shall survive in full the termination of this Contract.

XXV. No Action Pending

Subcontractor represents and warrants that there is no action, suit, investigation or proceeding pending or, to the knowledge of Subcontractor, threatened, by or before any court or governmental or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties, in the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subcontractor, or to impair the ability of Subcontractor to perform their respective obligations under this Contract.

Subcontractor shall promptly advise RCAC in reasonable detail should any action, suit, investigation or proceeding be instituted or commenced against Subcontractor that could have a material adverse effect upon the activities, operations, assets or properties, or the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subcontractor.

XXVII. Entire Contract, Amendments and Modification

This Contract, including all attachments, constitutes the entire Contract between RCAC and Subcontractor with respect to the subject matter of this Contract and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Contract, the provision of this Contract shall be controlling.

This Contract may not be modified or amended except in writing with the same degree of formality with which this Contract has been executed.

D.E.
Contractor

In Witness Whereof, the parties have caused their duly authorized representatives to sign this Subcontractor as of the date first stated above.

Rural Community Assistance Corporation
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691
916/447-2854; 916/447-2878 fax

Elsa Jimenez, Director of Health
~~e/o~~
~~Amanda Krasa, Water Quality Specialist~~
~~Monterey County Environmental Health~~
~~Laboratory~~
1270 Natividad Rd.
Salinas, CA 93906
831/755-4516

COUNTY

David Ebenezer
Chief Financial Officer

Subcontractor Signature

Elsa Jimenez, Director of Health
Name/Title

04/14/2021
Date

Date

94-6000524
Tax ID Number

DocuSigned by:
Stacy Saetta
C0EFC1B99F444A9

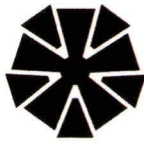
DocuSigned by:
Joey Nolasco
F00C342ED066497

Deputy County Counsel
Date 2/28/2022 | 12:21 PM PST

Auditor/Controller
Date 3/7/2022 | 10:33 AM PST

ATTACHMENT A

Task Order



Rural Community Assistance Corporation Task Order Form

| | | |
|---|---|----------------------------|
| Task Order: Water Lab-CC_IRWM_GM/M306, No. 1 | Performance Period: January 11, 2021 through March 31, 2021 | |
| Issued to: Monterey County Environmental Health Laboratory 1270 Natividad Rd. Salinas, CA 93906 | Contact/Telephone no.: Amanda Krasa, Water Quality Specialist 831/755-4516 krasaal@co.monterey.ca.us | |
| Issued by: Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691 | Contact/telephone no.: Jennifer Hazard, Regional Contract Manager 442/257-0030 jhazard@rcac.org | |
| Scope of Work: The lab will provide water quality analysis for a set of parameters. <i>List of deliverables:</i> <ul style="list-style-type: none"> • Lab will analyze water samples submitted by RCAC staff and lab will provide a report of results. | | |
| Compensation: <ul style="list-style-type: none"> ■ Current lab rates are incorporated as Attachment C. ■ RCAC will pay an amount not to exceed \$8,000.00 for the fulfillment of this task order. ■ Invoicing will be submitted to RCAC as each task is completed and RCAC will reimburse within 30 days of invoice submittal. ■ All requests for payments must reference Subcontract No. Water Lab-CC_IRWM_GM/M306, Task Order No. 1. Mail payment requests to RCAC, Attn: Environmental Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691. | | |
| All terms and conditions included in Subcontract No. M306 are applicable to this Task Order. | | |
| Signature for RCAC: | Type name and title: David Ebenezer Chief Financial Officer | Date: 04/14/2021 |
| Signature for Monterey County Environmental Health Laboratory: | Type name and title: Amanda Krasa Water Quality Specialist Elsa Jimenez, Director of Health | Date: |

D.E.

Contractor

COUNTY

DocuSigned by:

Stacy Saetta

C0ECE1B99F444A9

Deputy County Counsel

2/28/2022 | 12:21 PM PST

Date

DocuSigned by:

Joey Nolasco

F60C442E096B437

Auditor/Controller

3/7/2022 | 10:33 AM PST

Date

ATTACHMENT B
Financial Forms

State of California—California Department of Public Health

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 5/06) CDPH

| | | | | | | | | | |
|---|---|--|--|---|---------------------------------|--|---|--|--|
| 1 | <p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.</p> | | | | | | | | |
| 2 | <p>PAYEE'S LEGAL BUSINESS NAME (Type or Print) County of Monterey</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width:50%;">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS Monterey County Health Dept. 1270 Natividad Road</td> <td>BUSINESS ADDRESS Monterey County Health Dept. 1270 Natividad Road</td> </tr> <tr> <td>CITY, STATE, ZIP CODE Salinas CA 93906</td> <td>CITY, STATE, ZIP CODE Salinas CA 93906</td> </tr> </table> | | | SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) | E-MAIL ADDRESS | MAILING ADDRESS Monterey County Health Dept. 1270 Natividad Road | BUSINESS ADDRESS Monterey County Health Dept. 1270 Natividad Road | CITY, STATE, ZIP CODE Salinas CA 93906 | CITY, STATE, ZIP CODE Salinas CA 93906 |
| SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) | E-MAIL ADDRESS | | | | | | | | |
| MAILING ADDRESS Monterey County Health Dept. 1270 Natividad Road | BUSINESS ADDRESS Monterey County Health Dept. 1270 Natividad Road | | | | | | | | |
| CITY, STATE, ZIP CODE Salinas CA 93906 | CITY, STATE, ZIP CODE Salinas CA 93906 | | | | | | | | |
| 3 | <p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 9 4 - 6 0 0 0 5 2 4</p> <p>PAYEE ENTITY TYPE</p> <p><input type="checkbox"/> PARTNERSHIP CORPORATION:</p> <p><input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p>ENTER SOCIAL SECURITY NUMBER: - - </p> <p style="text-align: center; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p> | <p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p> | | | | | | | |
| 4 | <p>PAYEE RESIDENCY TYPE</p> <p><input checked="" type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.</p> <p><input type="checkbox"/> No services performed in California.</p> <p><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p> | | | | | | | | |
| 5 | <p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Joe Ripley</td> <td colspan="2">TITLE Finance Manager</td> </tr> <tr> <td>SIGNATURE </td> <td>DATE 4-17-17</td> <td>TELEPHONE (831) 796-1250</td> </tr> </table> | | | AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Joe Ripley | TITLE Finance Manager | | SIGNATURE | DATE 4-17-17 | TELEPHONE (831) 796-1250 |
| AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Joe Ripley | TITLE Finance Manager | | | | | | | | |
| SIGNATURE | DATE 4-17-17 | TELEPHONE (831) 796-1250 | | | | | | | |
| 6 | <p>Please return completed form to:</p> <p>Department/Office: <u>California Department of Public Health</u></p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/ZIP: _____</p> <p>Telephone: () FAX: ()</p> <p>E-Mail Address: _____</p> | | | | | | | | |

RURAL COMMUNITY ASSISTANCE CORPORATION

VENDOR SELF-CERTIFICATION FORM

SELF-CERTIFICATION TYPE REQUESTED (Check Applicable Type)

Company Name: County of Monterey Telephone () 831-755-4516

DBA: Monterey County Health Dept. Lab Email address: krasaal@co.monterey.ca.us

Mailing Address: 1270 Natividad Road Fax: () _____

City: Salinas State: CA Zip Code: 93906 Tax I.D. No. 94-6000524

Contact Person(s) Name & Title: Amanda Krasa, Water Quality Specialist

Type of Organization (check one): Individual Partnership Corporation

Business/Contractor License (if applicable): N/A

I hereby certify that the above information is true and correct to the best of knowledge. I further certify that I am not related to (or am not an immediate family member by marriage) or employed, by RCAC, their employees, or the RCAC Board of Directors.

Signed: *Amanda Krasa* Signed _____
Elsa Jimenez, Director of Health

- Small Disadvantaged Business (SDB) Concerns
- Women Owned Small Business (WOSB) Concerns
- HUBZone Small Business (HUBZone)
- Veteran-Owned Small Business (VOSB) Concerns
- Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns
- Certified: Yes No If yes, certification #: _____
- None of the Above

Please check applicable criteria which best describes and qualifies your business as a small, disadvantaged, minority or women owned enterprise.

At least 51% Ownership Less than 50 Employees More than 51 Employees
 Under \$1 Million AGR \$2-3 Million AGR Over \$3 Million AGR (Annual Gross Receipts)



SELF-CERTIFICATION CATEGORIES

For the Contractor and each Subcontractor indicated on the Report of Subcontractor information, the following must be completed.

The size standards are for the most part expressed in either millions of dollars or number of employees. A size standard is the largest that a concern can be and still qualify as a small business for Federal Government programs. For the most part, size standards are the average annual receipts or the average employment of a firm. For more information on these size standards, please visit <http://www.sba.gov/size>.

Indicate all Business category (ies) that apply by initialing next to the applicable category (ies):

SMALL BUSINESS CONCERNS (SBC): an independently owned and operated concern, certified, or certifiable by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at www.sba.gov/size.

SMALL DISADVANTAGED BUSINESS (SDB): is a small business that is at least 51 percent owned by one or more individuals who are both socially, economically disadvantaged. Business owners who certify that they are members of name groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are considered socially and economically disadvantaged. This can include a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and whose management and daily business is controlled by one or more such individuals.

WOMEN OWNED SMALL BUSINESS (WOSB): A small business concern that is at least owned by one or more women. This can include a publically owned business that has at least 51 percent of its stock unconditionally owned by one or more such individuals and whose management and daily business is controlled by one or more women.

HUBZONE SMALL BUSINESS (HUBZone): A small business concern which operated in Historically Underutilized Business Zones. Through the HUBzone Empowerment Contracting program, federal contracting opportunities are provided for qualified small businesses located in distressed areas.

VETERAN OWNED SMALL BUSINESS (VOSB): A small business that (i) is at least 51% unconditionally owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans, and (ii) whose management and daily business operations are controlled by one or more veterans.

SERVICE DISABLE VETERAN OWNED SMALL BUSINESS (SDVOSB): A small business that : (i) is at least 51% unconditionally owned by one or more service-disabled veterans with a disability that is service connected, or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more service-disabled veterans; and (ii) whose management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

NONE OF THE ABOVE CATEGORIES APPLY.

ATTACHMENT C

Analytes

Analytes

Monterey County Lab

| | | |
|--|-----------|-------------|
| Total & Fecal Coliform MPN | 15 tube | \$ 47.00 |
| Total Organic Carbon | | \$ 55.00 |
| Volatile Organic Compounds | | \$100 |
| Gross Alpha | | \$65 |
| Gross Beta | | \$60 |
| Vanadium | | \$32 |
| Sulfate | | \$ 28.00 |
| Perchlorate | | \$ 62.00 |
| Title 22 General Mineral, general Physical and inorganics (no cyanide) | | \$ 306.00 |
| color | aluminum | |
| odor | antimony | |
| turbidity | arsenic | |
| alkalinity | barium | |
| bicarbonate | beryllium | |
| calcium | cadmium | |
| carbonate | chromium | |
| chloride | flouride | |
| conductivity | lead | |
| copper | mercury | |
| corrosivity | nickel | |
| hardness | nitrate | |
| hydroxide | nitrite | |
| iron | selenium | |
| magnesium | thallium | |
| manganese | | |
| pH | | |
| potassium | | |
| TDS | | |
| Zinc | | |
| 1,2,3 TCP | | \$ 150.00 |
| | Total | \$ 905.00 |
| | | \$ 7,240.00 |

ATTACHMENT D

Addendum to Agreement

Attachment D

ADDENDUM No. 1

To Rural Community Assistance Corporation Agreement

NOW, THEREFORE, RCAC and Subcontractor (Monterey County Public Health Laboratory) agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Replacing Section V. Indemnification

- A. Rural Community Assistance Corporation shall indemnify, defend, and hold harmless the County of Monterey its officers, agents, and employees, from and against any and all claims, liabilities, losses, whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the RCAC's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful inaction and the action or inaction of Subcontractor's officers, employees, agents and subcontractors.

2. Replacing Section VI. Insurance

Subcontractor shall maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof with limits no less than \$1,000,000 against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows

CONTRACTOR –

Approved:

DocuSigned by:
By: Suzanne Anarde
DC6818F00DE64AE...
(Signature of Chair, President, or Vice-President)

Suzanne Anarde, Chief Executive Officer
Name and Title

Date: 2/25/2022 | 8:04 AM PST

Approved:

DocuSigned by:
By: David Ebenezer
15F504A82AF9498...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure)

David Ebenezer, Chief Financial Officer
Name and Title

Date: 2/25/2022 | 9:13 AM PST

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:
By: Stacy Saitta
COECE1899F44A9...
Deputy County Counsel

Date: 2/28/2022 | 12:21 PM PST

Approved:

DocuSigned by:
By: Joey Nolasco
FOC442ED05B437...
Auditor/Controller

Date: 3/7/2022 | 10:33 AM PST

Approved:

By: _____
Director of Health

Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J Girard, County Counsel-Risk Manager

DocuSigned by:
By: Danielle Mancuso
2AEDEB89D2744CC
Risk Management

Date: 3/8/2022 | 1:23 PM PST